


S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

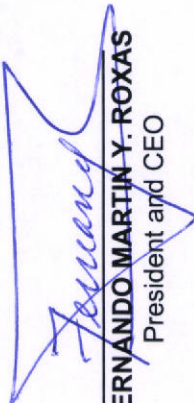
BY:  ANITA A. UY  
President

SIGNED IN THE PRESENCE OF:

 EMEL S. GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

ALEXANDER P. JAPON  
Vice President, Admin and Finance (NPC)

NATIONAL POWER CORPORATION (NPC)

BY:  FERNANDO MARTIN Y. ROXAS  
President and CEO

CONTRACT NO. LOG MSSP 2023-07-054-ALC

SUPPLY AND ERECTION / INSTALLATION OF MOGPOG-BUENAVISTA 69KV TRANSMISSION LINE PROJECT  
PR No. HO-PIB23-001 / PB230403-HG

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**S. L. DEVELOPMENT CONSTRUCTION CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 2F Rusland Building, 1932 F. Agoncillo Street, Malate, Manila, Philippines herein represented by its President, **MS. ANITA A. UY**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 14 March 2023, NPC posted the Invitation to Bid for the Public Bidding for the Supply and Erection / Installation of Mogpog - Buenavista 69KV Transmission Line Project;

WHEREAS, there were seven (7) prospective bidders secured the bidding documents and participated in the bidding conducted on 17 April 2023 on the aforesaid undertaking;


WHEREAS, CONTRACTOR's bid offer was considered as the lowest calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog - Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

9

S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

BY:  ANITA A. UY  
President

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

**ARTICLE I**  
**DOCUMENTS COMPRISING THE CONTRACT**


The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Bid Documents for the Supply and Erection / Installation of Mogpog – Buenavista 69KV Transmission Line Project, PR No. HO-PIB23-001 / PB230403-HG;
2. Corporate Secretary's Certificate No. NPB-OCS-23-260 dated 6 July 2023;
3. Supplemental/Bid Bulletin No 1 dated 23 March 2023;
4. Bid Opening Report dated 24 April 2023 ;
5. Post-qualification Report dated 12 May 2023;
6. CONTRACTOR's bid proposal dated 17 April 2023;
7. Notice of Award dated 17 July 2023;
8. Notice to Proceed; and
9. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

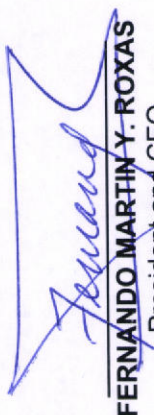
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

SIGNED IN THE PRESENCE OF:

 EMY S. GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

ALEXANDER P. JAPON  
Vice President, Admin and Finance (NPC)

NATIONAL POWER CORPORATION (NPC)


BY:  FERNANDO MARTIN Y. ROXAS  
President and CEO

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

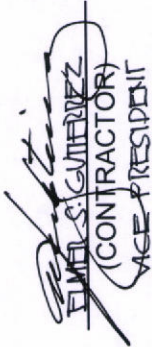
AFG-LOG-007.F01  
Rev. No. 0  
Sheet 2 of 14

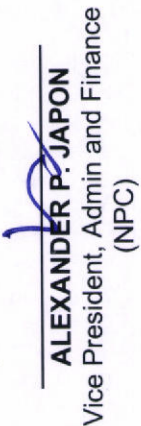
9

S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

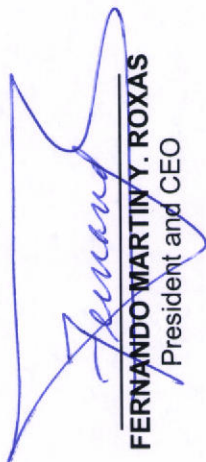
BY:   
ANITA A. UY  
President

SIGNED IN THE PRESENCE OF:

  
EMEL S. GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION (NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

**ARTICLE II**  
**SCOPE OF WORK**

CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Bidding Documents and Technical Specifications) for the Supply and Erection / Installation of Mogpog – Buenavista 69KV Transmission Line Project.

The works and services to be performed shall essentially consist of but not limited to the following:


- a. Moving-in, including furnishing, installing, constructing, operating and maintaining general construction facilities;
- b. Check survey based on the plan and profile;
- c. Clearing of right-of-way (15 meters wide) for the entire route, which shall include cutting, gathering, transporting and stockpiling "cut trees and timbers" from project site (NPC ROW) to DENR CUSTODIAL AREA in the locality;
- d. Supply and delivery of steel pole structures, cross-arms, overhead round wires and other transmission line materials specified in the bill of quantities;
- e. Stacking of Pole Sites;
- f. Excavation works for the erection of reinforced concrete encasement, etc.;
- g. Erection of various type of steel pole structures with concrete encasement;
- h. Disposal of excess materials from backfill/fill of excavated area of steel poles;
- i. Installation of various type of structure dressings, insulators and ground string assemblies;
- j. Stringing of power conductor and overhead ground wires complete with appurtenances and accessories;
- k. Supply and installation of grounding system;
- l. Installation of vibration dampers for power conductors and overhead ground wire;

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 3 of 14

9

S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

BY:   
ANITA A. UY  
/President

- m. Furnishing and installation of pole numberings;
- n. Conduct of continuity test on the entire line; and
- o. All other works necessary although not specifically mentioned and detailed but are required for the complete, safe and reliable operation of the transmission line.

**MINIMUM REQUIRED PERSONNEL**

For the duration of the contract, the Contractor shall have the following minimum required personnel assigned to the project:

a. One (1) Project Manager  
Professional Electrical Engineer (PEE) who had managed or supervised at least a similar project within the last ten (10) years.

b. One (1) Project Engineer  
Registered Electrical Engineer or Registered Civil Engineer who had supervised at least one (1) similar project within the last ten (10) years. Must have at least five (5) years professional experience on similar project.


c. One (1) Materials Engineer  
Registered Civil Engineer with valid accreditation from the Department of Public Works and Highways (DPWH) as Materials Engineer I.

d. One (1) Safety Officer 2  
Construction Safety Officer who has completed at least forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE).

Valid Professional Regulations Commission (PRC) license for professional personnel. Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-09 List of Key Personnel Proposed to be Assign to the Contract.


The above key personnel must either be employed by the CONTRACTOR or contracted to be employed for the project.

SIGNED IN THE PRESENCE OF:

  
EUSEBIO C. GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION (NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

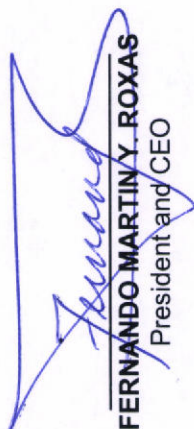
Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 4 of 14

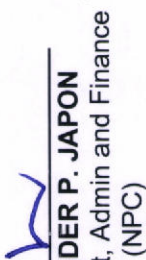
9

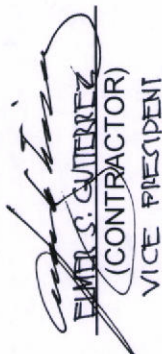
NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTINY ROXAS**  
President and CEO

SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

  
**ERIK S. GUTIERREZ**  
(CONTRACTOR)  
VICE PRESIDENT

S. L. DEVELOPMENT CONSTRUCTION  
CORPORATION  
(CONTRACTOR)

BY:

  
**ANITA A. UY**  
President

### MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

The list of construction equipment (owned or leased) shall include the following minimum requirements:

#### I. UTILITY EQUIPMENT

- a. Cargo Truck with boom (10 – 15 Tons cap.) - 1 unit
- b. Crane (5 – 9 tons) - 1 unit
- c. High Bed Trailer - 1 unit
- d. Service Vehicle (pick-up/van) - 1 unit
- e. Tamping Tools - 2 units
  - 1) 1 – 10 ft. long
  - 2) 1 – 7 ft. long

#### II. STRINGING EQUIPMENT

- a. Puller - 1 unit
- b. Tensioner - 1 unit
- c. Stringing Sheaves for ACSR - 30 pcs.
- d. Stringing Sheaves for OHGW - 12 pcs.
- e. Hydraulic Compressor for Jointing, Clipping of ACSR & OHGW - 1 unit
- f. Tools for clamping/crimping of ACSR & OHGW - 2 sets

CONTRACTOR shall submit the Program of Work to NPC within Ten (10) calendar days upon acceptance of the Notice of Award.

The period between Program of Work updates is Thirty (30) calendar days.

The amount to be withheld for late submission of an updated Program of Work is One percent (1%) of contract amount.

The date by which "as built" drawings and operating and maintenance manuals are required is within Thirty (30) calendar days after completion of contract.


The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Five percent (5%) of contract amount.

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 5 of 14

9

S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

BY:   
ANITA A. UY  
President

**ARTICLE III  
COMMENCEMENT AND COMPLETION PERIOD**

CONTRACTOR shall complete all the works specified in the bidding documents within **(300) calendar days**. The contract duration is inclusive of twenty (20) rainy/unworkable days considered unfavorable for the execution of works at the site. The number of calendar days shall be counted from the date of effectivity of the Notice to Proceed.

**ARTICLE IV  
PAYMENT**

For and in consideration of the WORK to be undertaken by CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency and in accordance with the Contract Documents, the unit and lump sum prices hereof in the total amount of **PHILIPPINE PESOS TWO HUNDRED NINE MILLION THREE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY PESOS (PHP 209,338,780.00)**.

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

**ARTICLE V  
EXTENSION OF CONTRACT**


No extension of contract time shall be granted to the CONTRACTOR due to (i) ordinary unfavorable weather conditions; (ii) inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials or equipment; and (iii) when the reason given for the extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before contract perfection.


NPC shall not be liable for any claim associated with the extension of contract time unless it has examined the facts as well as the extent of delay, and has agreed in writing that the CONTRACTOR is entitled for an extension of time.

**ARTICLE VI  
ENTIRE CONTRACT**

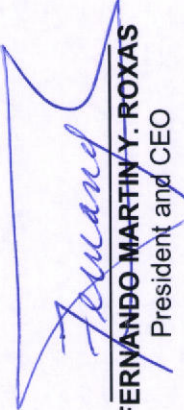
This is an entire contract for one whole complete work and that partial payments made by NPC, or the use of parts of the work, or its equivalent, shall not constitute as an acceptance of any part of the work before its entire completion and final acceptance in writing by NPC.

SIGNED IN THE PRESENCE OF:

  
EMER S. GUTIERREZ  
(CONTRACTOR)  
VICE-PRESIDENT

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION (NPC)

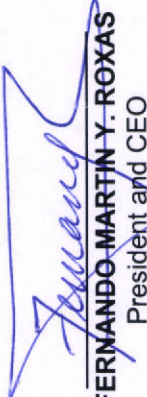
BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC


AFG-LOG-007.F01  
Rev. No. 0  
Sheet 6 of 14

9

NATIONAL POWER CORPORATION  
(NPC)

BY:   
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

  
**DARYL S. GUILLEZA**  
(CONTRACTOR)  
VICE PRESIDENT

S. L. DEVELOPMENT CONSTRUCTION  
CORPORATION  
(CONTRACTOR)

BY:   
**ANITA A. UY**  
President

**ARTICLE VII**  
**CONTRACTOR'S LIABILITY**

The Parties hereby agree that the employees of the CONTRACTOR are not employees of NPC. NPC shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR, including its sub-contractor, agent or supplier, whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify NPC for whatever injury or damages caused or occasioned by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub-contractors, agents, suppliers or consultants arising out of on in connection with or on the occasion of the performance of the Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules and regulations; and binds itself to save and hold NPC free and harmless from any and all liability in respect thereof and/or arising there from and/or by reason of this Contract and its implementation.

**ARTICLE VIII**  
**RESPONSIBILITY OF THE CONTRACTOR**

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

**ARTICLE IX**  
**NON-ASSIGNMENT AND NO SUBCONTRACT**

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any subcontract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.


If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 7 of 14

Q

S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

BY:   
ANITA A. UY  
President

**ARTICLE X**  
**AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

**ARTICLE XI**  
**SUSPENSION OF WORK**

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for period/s as may be deemed necessary due to force majeure, fortuitous event, failure on the part of the CONTRACTOR to correct bad working conditions which are unsafe for workers or third parties, failure to carry out valid orders given by NPC, failure to perform any provisions of this contract, and due to adjustment of plans to suit field conditions as found necessary by NPC during construction. The CONTRACTOR shall immediately comply with work suspension, either wholly or partly.


**ARTICLE XII**  
**PRETERMINATION**


Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

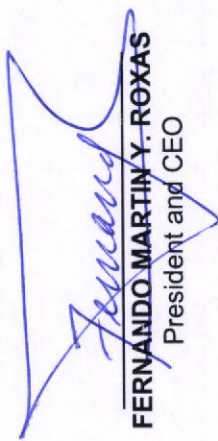
Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

SIGNED IN THE PRESENCE OF:

  
DAVID S. GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION (NPC)


BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 8 of 14

9



BY:   
ANITA A. UY  
President

**ARTICLE XIII  
REMEDY AND RELIEF**

Should there be any dispute or controversy in connection with this Contract, the Parties, as far as practicable, shall settle it amicably. In the event that such dispute or disagreement be not resolved to the parties' satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes within the competence of the Construction Industry Arbitration Commission shall be submitted thereto, Arbitration proceedings shall be without prejudice to the right of the NPC to rescind or terminate this Contract.

Should NPC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to NPC for attorney's fees in the amount equivalent to twenty percent (20%) of the sum total claimed in the complaint, exclusive of other damages and the expenses of litigation.

In case of dispute or disagreement arises between NPC and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of NPC relative thereto, otherwise, the CONTRACTOR shall have no right to ask for arbitration or go to court for relief.


**ARTICLE XIV  
PERFORMANCE SECURITY**

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a Performance Security which shall remain valid and effective during the contract duration.

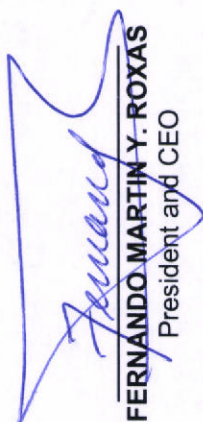
- a. Cash Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank: provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to ten (10%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.
- c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC


  
EMLA C. GUTIERREZ  
(CONTRACTOR)  
VICE-PRESIDENT

ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

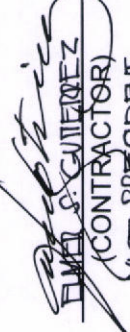
BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

ay

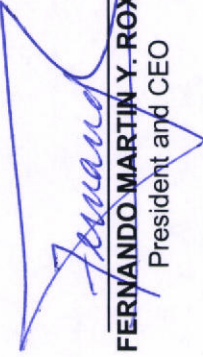
S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

BY:  ANITA A. UY  
President

SIGNED IN THE PRESENCE OF:

 ALEXANDER P. JAPON  
Vice President, Admin and Finance (NPC)

NATIONAL POWER CORPORATION (NPC)

BY:  FERNANDO MARTIN Y. ROXAS  
President and CEO

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

The performance security shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

The performance security shall be discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.

**ARTICLE XV  
GUARANTEE BOND**

To assure that any structural defects in the WORK shall be corrected by the CONTRACTOR, and to cover third party liabilities, the CONTRACTOR shall post a Guarantee Bond after the final acceptance of the Work. This is also a pre-requisite to the discharge and release to the CONTRACTOR of the retention money. The Guarantee Bond shall remain valid and effective for the period of one (1) year. The Guarantee Bond shall be posted before the release of the ten percent (10%) retention money provided for in the Bidding Documents. This shall be either in the form of Cash, Letter of Credit issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price, or Bank guarantee confirmed by Universal or Commercial bank equivalent to 10% of the total contract price or Surety Bond penal in nature and callable upon demand issued by any surety or insurance company duly certified by the Insurance Commission as authorized to issue such security, equivalent to thirty percent (30%) of the total contract price. The CONTRACTOR shall be held responsible for Structural Defects for the number of years mentioned in the Bidding Documents

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 10 of 14

9

S. L. DEVELOPMENT CONSTRUCTION CORPORATION (CONTRACTOR)

BY:

ANITA A. UY  
President

**ARTICLE XVI  
LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

**ARTICLE XVII  
WARRANTY CLAUSE**

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3<sup>rd</sup> degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XVIII  
VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 11 of 14

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON  
Vice President, Admin and Finance (NPC)

FERNANDO MARTIN Y. ROXAS  
President and CEO

NATIONAL POWER CORPORATION (NPC)

BY:

ELMER S. GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

9

**ARTICLE XIX  
VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 15<sup>th</sup> day of August, 2023 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**S. L. DEVELOPMENT CONSTRUCTION CORPORATION**  
(CONTRACTOR)


BY:

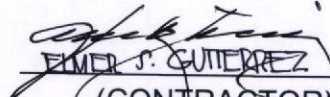
  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

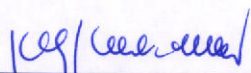
  
**ANITA A. UY**  
President

SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
Vice President, Admin & Finance  
(NPC)

  
**ELMER S. GUTIERREZ**  
(CONTRACTOR)  
VICE PRESIDENT

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Dept. Manager, Finance

Sens

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2023
JOB ORDER	WO# H300A03
COST CENTER	5300321
AMOUNT	P209,338,780.00

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S.

ACKNOWLEDGEMENT

BEFORE ME a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of AUG 19 2023, 2023, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until December 31, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 15 ;  
Page No. 12 ;  
Book No. 2 ;  
Series of 2023.

**ATTY. RODOLFO M. DE GUZMAN, JR.**  
Notary Public for Quezon City  
Commission No. NP-339(2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 44291  
IBP No. 307796; 01/31/2023; Tarlac  
PTR No. 4028415; 01/03/2023; Quezon City  
ACLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Diliman, Quezon City

Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 13 of 14

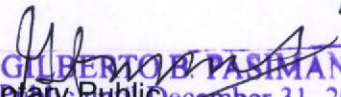
Q

REPUBLIC OF THE PHILIPPINES)  
**QUEZON CITY** ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **CITY OF MANILA** Philippines, this day of 23 AUG 2023, 2023, personally appeared **MS. ANITA A. UY**, President, **S. L. DEVELOPMENT CONSTRUCTION CORPORATION** with Identification Document in the form of Passport P224371B, issued by DFA at Manila, on July 21, 2021, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

  
**ATTY GILBERTO PASIMANO**  
Notary Public  
Notary Public until December 31, 2023  
Notary Public until December 31, 2023  
IBP# 165727, PASIB for yr. 2023  
PTR# 1861104, MIA-1-3-2023  
IBP Lifetime No. \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Roll # 25174, TIN# 103-098-346  
MCLE Exempt. No. VII-NP004370 'til 4-14-2

Doc. No.: 252  
Page No.: 51  
Book No.: 26  
Series of 2023.

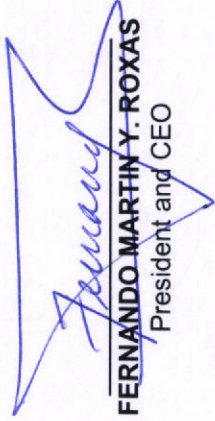
Contract between NPC and S. L. Development Construction Corporation  
Supply and Erection / Installation of Mogpog – Buenavista 69kV Transmission Line Project  
Contract No. LOG MSSP 2023-07-054-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 14 of 14


Q


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO


SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

  
**EMYR S. GUTIERREZ**  
(CONTRACTOR)  
VICE PRESIDENT

S. L. DEVELOPMENT CONSTRUCTION  
CORPORATION  
(CONTRACTOR)

BY:

  
**ANITA A. UY**  
President  
**ANNEX A**

**BID PRICE SCHEDULE  
SUMMARY**

**SUPPLY AND ERECTION / INSTALLATION OF MOGPOG - BUENAVISTA 69KV TRANSMISSION LINE  
PROJECT  
HO-PIB23-001 / PB230403-HG**

ITEM NO.	PARTICULARS	TOTAL AMOUNT
1.0	Right of Way	₱ 1,190,000.00
2.0	Electrical Works	175,874,730.00
3.0	Civil Works	32,274,050.00
<b>TOTAL AMOUNT</b>		<b>₱ 209,338,780.00</b>

9