

CONTRACT NO. LOG MSSP 2022-10-101-GRJ

**SUPPLY OF LABOR, TOOLS, MATERIALS, TECHNICAL EXPERTISE AND SUPERVISION FOR THE ON-LINE PCB TREATMENT OF TWO (2) 31.5 MVA POWER TRANSFORMERS OF PULANGUI IV HEP
MG-PLM22-061 / PB220830-HG00344**

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 -

SEANOgy ENVIRONMENTAL SOLUTIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 1222 City and Land Mega Plaza, ADB Avenue, Ortigas Center, Pasig City, Philippines, herein represented by its President, **MS. LLOLY EMANO YANA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 11 August 2022, NPC posted the Invitation to Bid for the Public Bidding for the Supply of Labor, Tools, Equipment, Materials, Technical Expertise and Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA Power Transformers of Pulangui IV HEP;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 30 August 2022;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Seanogy Environmental Solutions, Inc.
Supply of Labor, Tools, Equipment, Materials, Technical Expertise and Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA Power Transformers of Pulangui IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ

M g f

SEANOgy ENVIRONMENTAL SOLUTIONS, INC.
(CONTRACTOR)

Lloyly Emano Yana
LLOLY EMANO YANA
President

BY:

SIGNED IN THE PRESENCE OF:

Marriano L. Visaya III
MARRIANO L. VISAYA III
(CONTRACTOR)
VICE PRESIDENT

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

NATIONAL POWER CORPORATION
(NPC)

Fernando Martin Y. Roxas
FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

SEANOGY ENVIRONMENTAL SOLUTIONS, INC.
(CONTRACTOR)

[Signature]
LLOLY EMANO YANA
President

BY:

SIGNED IN THE PRESENCE OF:

[Signature]
MARIANO L. VICARIO III
(CONTRACTOR)
VICE PRESIDENT

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

NATIONAL POWER CORPORATION
(NPC)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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. Bidding Documents for the Supply of Labor, Tools, Equipment, Materials, Technical Expertise and Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA Power Transformers of Pulangui IV HEP, PR No. MG-PLM22-061 / PB220830-HG00344;
2. Supplemental/Bid Bulletin No. 1 dated 22 August 2022;
3. Notice of Award dated 06 October 2022;
4. Post Qualification Report dated 20 September 2022;
5. Bid Opening Report dated 01 September 2022;
6. CONTRACTOR's bid proposal dated 25 August 2022;
7. Notice to Proceed; and
8. 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.

ARTICLE II
SCOPE OF WORKS

The scope of work under this Project shall essentially consist of but not limited to the following:

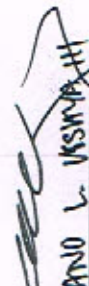
- a) The Contractor shall conduct a coordination meeting with NPC Pulangui IV HEPP representatives before the conduct of the On-Line PCB before and during the on-site mobilization;
- b) Securing any payment of corresponding fees for the clearances, certificates, and permits/licenses needed for the conduct of the work and services.
- c) Conduct safety briefing by the Safety/Contingency Plan with NPC Pulangui IV HEPP personnel who will directly supervise the work throughout the contract and provision of PPEs, required labels, safety materials, and alarms in case of emergency during the process.

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Contract No. LOG MSSP 2022-10-101-GRJ *[initials]*

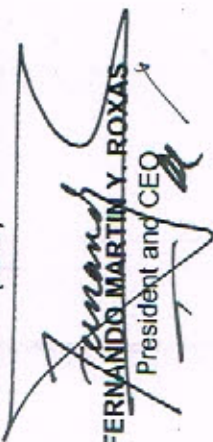
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BY:


LLOY EMANO YANA
President


WRAYANO L. Ksiner
(CONTRACTOR)
VICE PRESIDENT

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


FERNANDO MARTIN Y. ROXAS
President and CEO

- d) Mobilization to the Site of necessary resources, such as personnel, equipment, accessories, and other supplies (reagents and consumables) required for the project.
- e) Securing the work areas by proper grounding and provision of waterproof polyethylene sheets to prevent accidental ground contamination, before, during, and after the process.
- f) Installation of the Decontamination Equipment and accessories near the two (2) 31.5 MVA power transformers to commence the online PCB treatment/decontamination process.
- g) Conduct of Mineral Insulating Oil Regeneration and Decontamination of the Two (2) 31.5 MVA Power Transformers of NPC Pulangi IV HEPP and monitoring of the process.
- h) The Contractor shall submit to NPC Pulangi IV HEPP, the Results of the Oil Analysis before and after the online treatment for the following parameters: PCB, Moisture Content, Acidity, the Dielectric Dissipation Factor (tan delta), and Dielectric Breakdown Voltage. Analysis of PCB in oil should be conducted by a DENR-recognized Environmental Laboratory and the PCB concentration should be less than 2.0 mg/kg after the online treatment.
- i) Treatment shall only be considered complete and acceptable only when test results of the insulating oil indicate a PCB concentration of less than 2 mg/kg per EMB Approved Method of Analysis, MC No. 2014-007.
- j) Once PCB-free concentration is achieved, the power transformer will be de-energized again to allow the disconnection of the Decontamination equipment.
- k) Provision of appropriate Diesel Generator set to supply their decontamination unit with the required power requirement.
- l) Provision of forklift (if necessary) to handle their decontamination unit including appurtenances.
- m) Contractor shall ensure that the plant provides the six (6) hours unit shutdown to allow setting up of the decontamination unit BEFORE treatment and the six (6) hours unit shutdown that will be provided to allow dis-assembly of the decontamination unit AFTER treatment shall be strictly followed. Any request for extension shall require prior approval of NPC Pulangi IV HEPP and costs relating to the treatment schedule shall be solely borne by the Contractor.
- n) Conduct clean-up of any spillage whether PCB containing or non-PCB containing; the removal of contaminated materials in the work areas.
- o) Transport, treatment, and disposal of residual/hazardous wastes generated during the decontamination process in accordance with DAO 2013-22. Assist NPC Pulangi IV HEPP PCO in the application of Permit to Transport (PTT) and Hazardous Waste Manifest and provide a DENR-registered Transporter and Treatment, Storage and Disposal (TSD) Facility and issuance of Certificate of Treatment.

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Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA
Power Transformers of Pulangi IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ *sw*

Miguel

BY:

[Signature]
LLOLY EMANO YANA
President

[Signature]
MARIANO L. VISMIRA III
(CONTRACTOR)
VICE PRESIDENT

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

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

- p) Submission of a written report to NPC Pulangi IV HEPP in case of an oil spill and/or accident during the entire duration of the project implementation.
- q) All other works which are not specified on the Technical Specifications that are necessary for the completion of the project shall be provided by the Contractor.

ARTICLE III
DELIVERY PERIOD AND LOCATION

The delivery period shall be **Ninety (90) Calendar Days**, reckoned from the contract effectivity date stated in the Notice to Proceed.

The services to be supplied shall be conducted at **Pulangui IV HEP, Maramag, Bukidnon.**

Mobilization of the Contractor's tools and equipment, accessories, and manpower resources required to conduct the On-Line PCB Treatment (Mineral Insulating Oil Regeneration and Decontamination Service of the two (2) unit PCB contaminated 31.5 MVA power transformers from NPC Pulangi IV HEPP shall commence only upon the conduct of coordination meeting of the Contractor with NPC Pulangi HEPP representatives.

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR in the amount of and not exceeding **PHILIPPINE PESOS NINETEEN MILLION (PHP 19,000,000.00).**

Payment on completed works shall be allowed subject to the usual retention and other allowable deductions. Final payment shall be done upon completion of the contract provided that the workmanship and quality of the works meet the specifications and duly accepted by NPC.

Payment will be made within thirty (30) days, upon receipt by NPC of and upon presentation by CONTRACTOR of documents as set forth in the schedule of works and payment, together with Sales Invoice, Contract and Certificate of Acceptance, in accordance with the following schedule of works and payments:

Billing Payment	Work Requirements
1. Mobilization (20% of the Contract Price)	Upon installation of the Decontamination Equipment and accessories near the two (2) 31.5 MVA PCB contaminated power transformers at NPC Pulangi IV HEPP to commence the on-line treatment/decontamination process.

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Contract No. LOG MSSP 2022-10-101-GRJ *mi*

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SEANOgy ENVIRONMENTAL SOLUTIONS, INC.
(CONTRACTOR)

BY: 
LLOY Y EMAMO YANA
President

<p>2. Completed Treatment Regeneration & Decontamination of the two (2) 31.5 MVA Power Transformers (60% of the Contract Price)</p>	<p>Upon submission of Results of Analysis of the Oil for PCB (treatment shall only be considered complete and acceptable only when test results of the insulating oil indicate a PCB concentration of less than 2 mg/kg per EMB Approved Method of Analysis, MC No. 2014-007) conducted by a DENR-recognized Environmental Laboratory.</p>
<p>3. Final Disposal of Generated Residual Wastes (20% of the Contract Price)</p>	<p>The Contract is deemed completed upon the issuance of the Contractor of the "Certificate of Regeneration and Decontamination of the two (2) 31.5 MVA power transformers" and "Certificate of Treatment" for the generated residual wastes, and correspondingly issuance of the Certificate of Acceptance" by NPC Pulangui IV HEPP.</p>

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the CONTRACTOR.

ARTICLE V
WORK AND SAFETY WORKING HOURS

The Contractor shall strictly observe all safety and security rules and regulations while inside the NPC Pulangui IV HEPP premises.

Hauling and clean-up activities inside the NPC Pulangui IV HEPP premises shall be allowed only from 8:00 AM to 5:00 PM, Monday to Friday. If the Contractors intend to work beyond 5:00 PM and during weekends, authorization must be secured from NPC Pulangui IV HEPP.

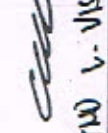
The Contractor's personnel are not allowed to stay overnight inside the NPC Pulangui IV HEPP Complex unless otherwise a written notice of authorization/permit is issued by NPC Pulangui IV HEPP for a specific date/time.

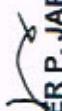
ARTICLE VI
PERFORMANCE SECURITY

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.

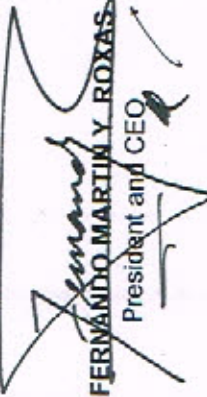
- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the total contract price.

SIGNED IN THE PRESENCE OF:


MRRAPAL V. VISUMBRA III
(CONTRACTOR)
VICE PRESIDENT


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

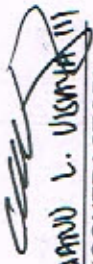
NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y ROXAS
President and CEO

Contract between NPC and Seanogy Environmental Solutions, Inc.
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Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA
Power Transformers of Pulangui IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ *ni* *gud*

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BY: 
LLOY YEMANO YANA
President


MARJANO L. USMAN
(CONTRACTOR)
VICE PRESIDENT

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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

- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly accredited 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.

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 item, The Performance Bond 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 obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the 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 such 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.

ARTICLE VII
WARRANTY/GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the CONTRACTOR or its manufacturer, the CONTRACTOR shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV, Clause GCC-5, of the Bid Documents. This is also a pre-requisite to the discharge and return to the CONTRACTOR of the Performance Bond. This shall remain valid for twelve (12) months after the final acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the CONTRACTOR's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

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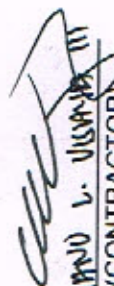
**ARTICLE VIII
LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

BY:


LLOLEY EMANO YANA
President

SIGNED IN THE PRESENCE OF:


MARBERTO L. USMAN III
(CONTRACTOR)
VICE PRESIDENT

**ARTICLE IX
NON-ASSIGNMENT AND NO SUB-CONTRACT**

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 sub-contract 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.

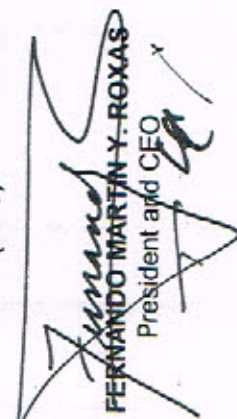
**ARTICLE X
AGREEMENT MODIFICATION**

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 may suspend the work wholly or partly by written order for a


NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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Power Transformers of Pulangui IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ *xi* *copy*

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SEANOgy ENVIRONMENTAL SOLUTIONS, INC.
(CONTRACTOR)

BY: 
LLOY EMANO YANA
President

certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The contractor shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the contractor shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

**ARTICLE XII
PRE-TERMINATION**

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.

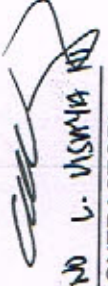
Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the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

**ARTICLE XIII
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 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he

SIGNED IN THE PRESENCE OF:

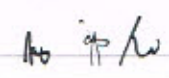

L. USMA
(CONTRACTOR)
VICE PRESIDENT

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

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and Seanogy Environmental Solutions, Inc.
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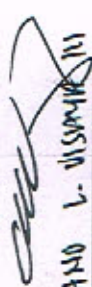


SEANOgy ENVIRONMENTAL SOLUTIONS, INC.
(CONTRACTOR)

BY:

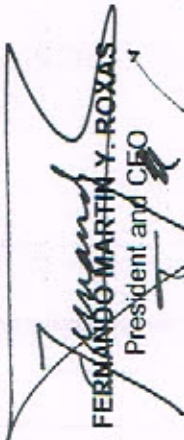

LLOLY EMANO YANA
President

SIGNED IN THE PRESENCE OF:


MARIANO L. USMAN
(CONTRACTOR)
VICE President

NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

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

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 IV
JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE XV
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.

ARTICLE XVI
EFFECTIVITY

This Contract shall become effective upon the issuance of the Notice to Proceed.

ARTICLE XVII
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 only.

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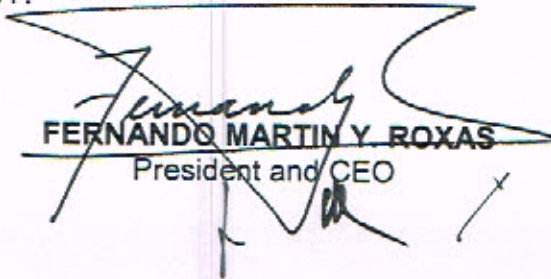
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 27th day of October, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

SEANOY ENVIRONMENTAL SOLUTIONS, INC.
(CONTRACTOR)


BY:

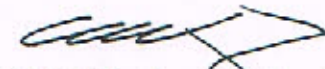

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


LLOLY EMANO YANA
President

SIGNED IN THE PRESENCE OF:

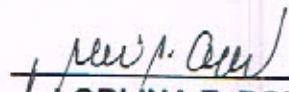

ALEXANDER P. JAPON
Vice President, Admin & Finance
(NPC)


MARIANDO L. VICTORIA III
(CONTRACTOR)
VICE PRESIDENT

FUNDS AVAILABLE

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CERTIFIED FUNDS AVAILABLE	
PERIOD	2022
JOB ORDER	WO# B163 J03
COST CENTER	6645014
AMOUNT	₱19,000,000.00


LORLINA E. BOMEDIANO 10/14
Sr. Department Manager, Finance

Contract between NPC and Seanoy Environmental Solutions, Inc.
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Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA
Power Transformers of Pulangui IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ 22



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
day of 27 OCT 2022, 2022, 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 twelve (12) 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 Company
he represents.

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

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548; 02/08/2022; RSM
PTR No. 2614399; 02/08/2022; Quezon City
MCLE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Doc. No. 202 ;
Page No. 42 ;
Book No. 5 ;
Series of 2022.

Contract between NPC and Seanogy Environmental Solutions, Inc.
Supply of Labor, Tools, Equipment, Materials, Technical Expertise and
Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA
Power Transformers of Pulangui IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ *2022*

Handwritten marks and signatures

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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in ~~Pasig City~~ Quezon City, Philippines, this day of OCT 19 2022, personally appeared **MS. LLOLY EMANO YANA**, President, **SEANOGY ENVIRONMENTAL SOLUTIONS, INC.**, with Identification Document in the form of PASSPORT # P4170102B, issued by DFA NCR PAS, on December 10, 2019, known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) 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 Company he represents.


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

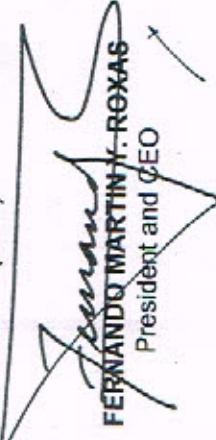
Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

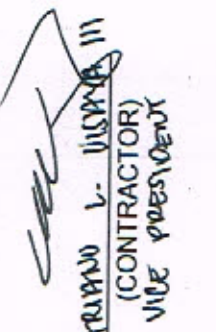
Doc. No.: 205
Page No.: 42
Book No.: XXI
Series of 2022.


ATTY. ANTONIO B. BETITO
Notary Public-Pasig City
Commission No. 99(2021-2022)
709 Mega Plaza Condo, ADB Ave., Pasig City
Attorney's Roll No. 27614
IBP No. 169170/1-02-22/Rizal
PTR No. 8131683/1-06-22/Pasig City
MCLE Compliance No. VII-0008638
April 14, 2025

Contract between NPC and Seanogy Environmental Solutions, Inc.
Supply of Labor, Tools, Equipment, Materials, Technical Expertise and
Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA
Power Transformers of Pulangui IV HEP
Contract No. LOG MSSP 2022-10-101-GRJ *see copy*


M 90 A

BY: 
FERNANDO MARTIN ROXAS
 President and CEO

BY: 
MARIANO L. USKAYA III
 (CONTRACTOR)
 VICE PRESIDENT

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


LLOY EMANO YANA
 President

ANNEX "A"

SECTION VII - BID PRICE SCHEDULE

SUPPLY OF LABOR, TOOLS, EQUIPMENT, MATERIALS, TECHNICAL EXPERTISE AND SUPERVISION FOR THE ON-LINE
 PCB TREATMENT OF TWO (2) 31.5 MVA POWER TRANSFORMERS OF PULANGUI IV HEP
 MG-PLM22-061 / PB220830-HG00344

Item No.	DESCRIPTION	QTY./UNIT	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED						TOTAL PRICE
			Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)	Labor (Installation, Retrofitting, Testing and Commissioning) (Phil. Peso)	Local Currency Portion (Phil. Peso)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1	Supply of Labor, Tools, Equipment, Materials, Technical Expertise and Supervision for the On-Line PCB Treatment of Two (2) 31.5 MVA Power Transformers of Pulangui IV HEP and Associated Works as Specified in the Technical Specifications	1 lot	N/A	N/A	2,035,714.29	N/A	16,964,285.71		19,000,000.00
TOTAL			Nineteen Million Pesos						P 19,000,000.00

Note: Final delivery site of all equipment/materials shall be at Pulangui IV HEP, Marangag, Bukidnon