BY:

NNIS S. OGILVIE

al Manager

# CONTRACT NO. LOG MSSP 202 12-156-JBO

# LEASE OF 1.0 MW MODULAR DIESEL GENSETS FOR KALAMANSIG DIESEL POWER PLANT S3-KDP24-028 / PB241105-HB00466

#### 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 Gabriel Y. Itchon Building, Senator Miriam Defensor-Santiago (formerly BIR Road) Corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, NPC, FERNANDO MARTIN Y. ROXAS, who is duly authorized to represent it in this transaction, hereinafter referred to as LESSEE;

#### - and -

AGGREKO ENERGY RENTAL 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 1101 Picadilly Star Building, 4th Ave., Comer 27th St., Bonifacio Global City, Taguig, Philippines herein represented by its General Manager, MR. MICHAEL DENNIS S. OGILVIE, who is duly authorized to represent it in this transaction, hereinafter referred to as LESSOR.

#### WITNESSETH: That -

WHEREAS, on 17 October 2024, NPC posted the Invitation to Bid for the Public Bidding for the Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP;

WHEREAS, only one (1) prospective bidder secured the Bid Documents and participated in the Public Bidding conducted on 19 November 2024 on the aforesaid undertaking;

WHEREAS, LESSOR's bid offer is the single calculated and responsive bid:

WHEREAS, LESSEE accepted the said bid of the LESSOR;

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:

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007,F01 Rev. No. 0 Sheet 1 of 9

BY:

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### 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:

- Bid Documents for the Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP / PR No. S3-KDP24-028 / PB241105-HB00466:
- Post Qualification Report dated 05 December 2024;
- Bid Opening/Evaluation Report dated 20 November 2024;
- LESSOR's bid proposal dated 18 November 2024;
- Supplemental/Bid Bulletin Nos. 1 & 2 dated 23 October 2024 and 28 October 2024;
- Notice of Award dated 18 December 2024;
- Notice to Proceed; and
- 8. The Performance Security to be filed by LESSOR in accordance with this Contract.

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 inconsistency/discrepancy, among the Contract Documents, document with the latest date shall prevail.

# ARTICLE II SCOPE OF CONTRACT

LESSOR shall provide 1.0 MW Modular Diesel Gensets for Kalamansig Diesel Power Plant. Scope of Work and related services to be provided by the LESSOR are contained in the Bid Documents and Annex "A" showing the itemized Bid Price Schedule.

# ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

The delivery, installation, testing and commissioning of the modular diesel generating sets shall be completed by the LESSOR in thirty (30) calendar days from receipt of Notice to Proceed. Commercial operation of the plant shall commence after the completion of the works.

The lease/contract duration shall be six (6) months minimum and twelve (12) months maximum period effective on the first day of commercial operation. It should be understood that such contract can

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0

ENNIS S. OGILVIE

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NATIONAL POWER CORPORATION **L'ROXAS** 

be terminated any time after the first six (6) months minimum period of operation at the discretion of NPC depending on the power requirement of the local power system and the progress on NPC-SPUG plant expansion program.

### ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price of the lease shall be in the amount of PHILIPPINE PESOS: Seventeen Million Four Hundred Forty Seven Thousand Pesos (Php 17,447,000.00) only. .

LESSEE shall pay the LESSOR the value of the total contract cost in the following manner:

- a) LESSOR shall bill LESSEE the first monthly rental and operation & maintenance after the first month of operation including all other lot items in the price schedule except for demobilization, less deductions due to power shortfall and applicable penalties if any;
- b) The succeeding billings shall be the monthly rental and operation & maintenance after each month of operation less deductions due to power shortfall and applicable penalties if
- c) The demobilization cost and the last month rental shall be paid upon the completion of site clearing and moving out of modular generating units and accessories;
- d) The LESSOR shall bill LESSEE on the first day of the following month after each month of operation for the rental service. Copies of the supporting documents must be included in the Billing Statement;
- e) LESSEE shall pay the LESSOR within thirty (30) calendar days upon receipt of the billing statement with complete supporting documents; and
- f) LESSEE shall furnish LESSOR a certificate regarding VAT and withholding tax deducted from the LESSOR.

All taxes, customs duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials. equipment and supplies to be furnished under the Contract shall be borne by the LESSOR.

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

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007-F01 Rev. No. 0 Sheet 3 of 9

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ENNIS S. OGILVIE

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### ARTICLE V EXTENSION OF CONTRACT

NPC has the option to extend the contract on a month to month basis subject to the availability of funds and applicable provisions of the RA 9184 and its revised IRR.

To avoid frontloading of incidental expenses during contract extension, the following shall be the basis for payment of the monthly lease contract for the said contract extension:

- a) For lump sum contract price, total incidental costs such as mobilization, demobilization, transportation cost, Insurance (foreign and local), Import Duties, VAT (input and output), other Taxes and Levies imposed by the country of origin and the Philippine Government on equipment brought in, will be pegged at 10%.
- b) If the total incidental cost in the contract price is greater than 10% of the total bid price, the monthly lease contract for the contract extension shall remain the same; and
- c) If the total incidental cost in the contract price is less than 10%, it shall be pegged at 10% and the total monthly rate shall be computed.

### ARTICLE VI PERFORMANCE SECURITY

To guarantee the faithful performance of the LESSOR's obligation under this Contract, the LESSOR 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 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.

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0 Sheet 4 of 9

NNIS S. OGILVIE

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

The Performance Bond shall be valid for the duration of the contract and remain valid and effective until after sixty (60) days from NPC's issuance of Certificate of Demobilization. In case of surety bond, should there be any extension of the contract period, the LESSOR shall correspondingly post an extension of the bond within ten (10) days from the notice. The Performance Bond shall also be answerable for any damages or penalties or any expenses incurred that LESSEE may suffer as a result of the failure of the LESSOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by LESSEE upon default of LESSOR.

# ARTICLE VII LIQUIDATED DAMAGES

Should LESSOR fails to satisfactorily deliver any or all the Goods and/or perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions, if any, LESSEE 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 percent (1%) of the cost of the unperformed portion for every day of delay until actual Delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the Contract amount, the LESSEE may rescind or terminate the contract without prejudice to other course of action and remedies open to it.

# ARTICLE VIII WARRANTY CLAUSE

LESSOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and LESSEE official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the LESSOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the LESSEE and to the relatives within the 3rd degree of consanguinity or affinity of LESSEE'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, it 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 of 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)

Y-ROXAS and CEO

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007-F01 Rev. No. 0 Sheet 5 of 9

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ÉNNIS S. OGILVIE

eral Manager

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# ARTICLE IX JOINT AND SEVERAL LIABILITY

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

# ARTICLE X 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 XI EFFECTIVITY

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

# ARTICLE XII 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 XIII VENUE OF ACTION

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

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0 Sheet 6 of 9 IN WITNESS WHEREOF, the parties hereto have signed this Contract this 27th day of Jonuary 2025 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (LESSEE) AGGREKO ENERGY RENTAL SOLUTIONS, INC. (LESSOR)

By:

FERNANDO MARTIN Y. ROXAS

President & CEO

By:

MICHAEL DENNIS S. OGILVIE General Manager

SIGNED IN THE PRESENCE OF:

JUDITH M. MOJICA

Départment Manager Controllers Départment (LESSEE) JONNIFER JAN B. ATON Hire Desk Controller

**FUNDS AVAILABLE** 

Department Manager Controllers Department CERTIFIED FUNDS AVAILABLE

FCb1 to DCC31, NOW

CONTRACTOR PLOS 3010

PIS, 989, 110. H

JAN. 1-31, 2026 (12M) 574-FPD-26-01-5866 6623016 P1,457,900.00

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO REPUBLIC OF THE PHILIPPINES) QUEZON CITY S.S.

#### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public of 2007 2009 in Quezon City, Philippines, this day of 2024, personally appeared 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 known to be the same person who executed the foregoing instrument consisting of nine (9) 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.

Doc. No. Page No. Book No.

Series of 2024.

Notary Public Until December 31, 2024 IBP Lifetime No.: PTR No.:

G. DE BELEN Roll No. 36259 A.fm. No. NP-D08 Notary Public Notary Public for Quezon City My Commission expires on December 31, 2025 No. 7M Panay Ave. ccr. Sci. Bortomeo St. Q.C. IBP No. 492597; Q.C., 1-2-2025 PTR No. 7009622, Q.C., 1-2-2025 MCLE VII-0019570; 5-30-22

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

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

#### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 2 1 2025, 2024, personally day of ... appeared MR. MICHAEL DENNIS S. OGILVIE, General Manager, AGGREKO ENERGY RENTAL SOLUTIONS. Identification Document in the form of Government No. P74863628, issued by DFA at DFA MANUA . on 27 AUG 2021, known to me and known to be the same person who executed the foregoing instrument consisting of nine (9) 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, 2024 IBP Lifetime No.: \_\_\_\_\_ PTR No.:

Doc. No. 444; Page No. 90; Book No. 11; Series of 2024. ATTY SEE S. FLORES
NOTARY FUNDATION MAKATI CITY
UNTIL DECEMBER 31, 2026
APPORTMENT NO. M-615 (2025-2026)
ROLL OF ATTORNEY NO. 0701791 -4/12/2028
PTR NO. 20465007 - 04/02/2025 - MET. CITY
BIP NO. 477526 - NOV. 17, 2024 - 2456 CITY
2722 Ms. Autora Street, Feditions, Maked Chy

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

# SECTION VII – SCHEDULE OF REQUIREMENTS BID PRICE SCHEDULE

ltem	Work Description	Quantity	Unit of Measure	Unit Price Per Day (in Php)	Total Price for 12 months (in Php)
1.0	Rental/Lease Rate at 1.0MW for 24 hours operation per day including Operation & Maintenance, Billing Meter, Transformer/s and VAT	365	days	47,800.00	17,447,000.00
2,0	Mobilization/Transportation Cost including Installation, Tapping, Test & Commissioning and VAT	1	Lot	- to	
3.0	Demobilization/Transportation Cost including Disconnection, Site Clean-up and VAT	1	Lot	ža.	<u> </u>
4.0	Insurance (Foreign and Local)	1	Lot	24	12
5.0	Import Duties, and Other Taxes, Levies imposed by country of origin and Philippine Government on equipment brought in	1	Lat	70	i i
	TOTAL			4	17,447,000.00

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MICHAEL DENNIS OGILVIE Name & Signature of Representative

GENERAL MANAGER
Designation

AGGREKO ENERGY RENTAL SOLUTIONS, INC Name of Firm

VII-BPS-1

NATIONAL POWER CORPORATION

ENNIS S. OGILVIE

eral Manager

### CONTRACT NO. LOG MSSP 2024-12-156-JBO

# LEASE OF 1.0 MW MODULAR DIESEL GENSETS FOR KALAMANSIG DIESEL POWER PLANT S3-KDP24-028 / PB241105-HB00466

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

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#### - and -

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#### WITNESSETH: That -

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WHEREAS, only one (1) prospective bidder secured the Bid Documents and participated in the Public Bidding conducted on 19 November 2024 on the aforesaid undertaking;

WHEREAS, LESSOR's bid offer is the single calculated and responsive bid;

WHEREAS, LESSEE accepted the said bid of the LESSOR;

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:

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 9

BY

# 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:

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- 2. Post Qualification Report dated 05 December 2024;
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# ARTICLE II SCOPE OF CONTRACT

LESSOR shall provide 1.0 MW Modular Diesel Gensets for Kalamansig Diesel Power Plant. Scope of Work and related services to be provided by the LESSOR are contained in the Bid Documents and Annex "A" showing the itemized Bid Price Schedule.

# ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

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The lease/contract duration shall be six (6) months minimum and twelve (12) months maximum period effective on the first day of commercial operation. It should be understood that such contract can

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0 Sheet 2 of 9

BY:



NIS S. OGILVIE

al Manager

JUDITH M. MOJICA pt. Manager, Controllers Department (NPC)

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MICHAEL DENNIS S. OGILVIE

Genéfal Manager

Do MARTIN Y. BOXAS

JUDITH M. MOJIC

Bept. Manager, Control

Dept. Manager, Control

Department

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LESSEE shall pay the LESSOR the value of the total contract cost in the following manner:

- a) LESSOR shall bill LESSEE the first monthly rental and operation & maintenance after the first month of operation including all other lot items in the price schedule except for demobilization, less deductions due to power shortfall and applicable penalties if any;
- The succeeding billings shall be the monthly rental and operation & maintenance after each month of operation less deductions due to power shortfall and applicable penalties if any;
- The demobilization cost and the last month rental shall be paid upon the completion of site clearing and moving out of modular generating units and accessories;
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- e) LESSEE shall pay the LESSOR within thirty (30) calendar days upon receipt of the billing statement with complete supporting documents; and
- f) LESSEE shall furnish LESSOR a certificate regarding VAT and withholding tax deducted from the LESSOR.

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Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0 Sheet 3 of 9

BY:

# ARTICLE V EXTENSION OF CONTRACT

NPC has the option to extend the contract on a month to month basis subject to the availability of funds and applicable provisions of the RA 9184 and its revised IRR.

To avoid frontloading of incidental expenses during contract extension, the following shall be the basis for payment of the monthly lease contract for the said contract extension:

- a) For lump sum contract price, total incidental costs such as mobilization, demobilization, transportation cost, Insurance (foreign and local), Import Duties, VAT (input and output), other Taxes and Levies imposed by the country of origin and the Philippine Government on equipment brought in, will be pegged at 10%.
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- 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.

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007 F01 Rev. No. 0 Sheet 4 of 9

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### ARTICLE VII LIQUIDATED DAMAGES

Should LESSOR fails to satisfactorily deliver any or all the Goods and/or perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions, if any, LESSEE 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 percent (1%) of the cost of the unperformed portion for every day of delay until actual Delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the Contract amount, the LESSEE may rescind or terminate the contract without prejudice to other course of action and remedies open to it.

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LESSOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and LESSEE official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the LESSOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the LESSEE and to the relatives within the 3rd degree of consanguinity or affinity of LESSEE'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, it 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 of 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)

Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007 F01 Rev. No. 0 Sheet 5 of 9

CONTRACTOR

MICHAEL DENNIS S. OGILVIE

General Manager

BY

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# ARTICLE IX JOINT AND SEVERAL LIABILITY

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

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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 XIII VENUE OF ACTION

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

ONNIFER JAN B. ATO HIE GASEK KONDENE

NNIS S. OGILVIE

Manager, dontrollers Department (NPC)

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Contract between NPC and Aggreko Energy Rental Solutions, Inc. Lease of 1.0 MW Modular Diesel Gensets for Kalamansig DPP Contract No. LOG MSSP 2024-12-156-JBO

AFG-LOG-007.F01 Rev. No. 0 Sheet 6 of 9 IN WITNESS WHEREOF, the parties hereto have signed this Contract this 27th day of January 2025 2024 at Quezon City, Philippines.

# NATIONAL POWER CORPORATION

(LESSEE)

AGGREKO ENERGY RENTAL SOLUTIONS, INC. (LESSOR)

By:

FERNANDO MARTIN Y. ROXAS
President & CEO

By:

MICHAEL/DENNIS S. OGILVIE General Manager

SIGNED IN THE PRESENCE OF:

Department Manager Controllers Department

(LESSEE)

JONNETS SANS ATON

**FUNDS AVAILABLE** 

Department Manager

Controllers Department

8 14 9

CERTIFIED FUNDS AVAILATION Feb. 1 to Da. 31, 2004

JAN-1-31, 2024 (RAN) 374, FPD-26-01-5864 6643016 1, 457, 900.00 REPUBLIC OF THE PHILIPPINES)
QUEZON CITY )S.S.

#### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_\_\_ day of Natl 2 7 2025, 2024, personally appeared 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 known to be the same person who executed the foregoing instrument consisting of nine (9) 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.

Doc. No. 144 ; Page No. 19 ; Book No. 431 ; Series of 2024. Notary Public Until December 31, 2024 IBP Lifetime No.: PTR No.:

AT YY. JASON G. DE BELEN

Rol No. 36259

Adm. No. NP-008 Notary Public

Notary Public for Quezon City

My Commission expires on December 31, 2025

No. 7M Panay Ave. cor. Sct. Borromeo St. Q.C.

IBP No. 492597; Q.C., 1-2-2025

PTR No. 7009622; Q.C., 1-2-2025

MCLE VII-0019570; 5-30-22

REPUBLIC OF THE PHILIPPINES)
QNEZON DOTYY
(S.S.

#### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in QuedoaTCity
Philippines, this day of, 2024, personally
Philippines, this day of, 2024, personally appeared MR. MICHAEL DENNISAS. OGILVIE, General Manager,
AGGREKO ENERGY RENTAL SOLUTIONS, INC. with
Identification Document in the form of Government ID
No. P1486361B , issued by DFA at DFA MANILA .
on 27 PMG 2021, known to me and known to be the same person
who executed the foregoing instrument consisting of nine (9) 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, 2024
IBP Lifetime No.:
PTR No.:

Doc. No. 90; Page No. 90; Book No. 1/; Series of 2024. ATTY: VEL F. FLORES
NOTARY POSITION MAKATI CITY
UNTIL DECEMBER 31, 2026
APPONITMENT NO. M-015 (2025-2026)
NOLL OF ATTOMINEY NO. 77376
MCLE COMPSIANCE VIS NO. 6001939 - 4/12/2028
PTR NO.10465007 - 014/20/2025 - MCT. CITY
IBP MC. 477536 - NOV. 17, 2006- MSN CITY
2732 Ms. Autora Street, Peological, Nexus City

# SECTION VII - SCHEDULE OF REQUIREMENTS

# **BID PRICE SCHEDULE**

ltem	Work Description	Quantity	Unit of Measure	Unit Price Per Day (in Php)	Total Price for 12 months (in Php)
1.0	Rental/Lease Rate at 1.0MW for 24 hours operation per day including Operation & Maintenance, Billing Meter, Transformer/s and VAT	365	days	47,800.00	17,447,000.00
2.0	Mobilization/Transportation Cost including Installation, Tapping, Test & Commissioning and VAT	1	Lot	848	-
3.0	Demobilization/Transportation Cost including Disconnection, Site Clean-up and VAT	1	Lot	887.	
4.0	Insurance (Foreign and Local)	1	Lot	100	
5.0	Import Duties, and Other Taxes, Levies imposed by country of origin and Philippine Government on equipment brought in	1	Lot	-	-
	TOTAL				17,447,000.00

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AGGREKO ENERGY RENTAL SOLUTIONS, INC Name of Firm MICHAEL DENNIS OGILVIE
Name & Signature of Representative

GENERAL MANAGER
Designation

VII-BPS-1