ELCHOR P. RIDULME Senior Vice President and COO CONTRACT NO. LOG MSSP 2025-03-020-MGF

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES UNIT 2 OF **AGUS 1 HEP**

PR. NO. MA-A2M26-006 / PB240716-JD000323(PB2)

KNOW ALL MEN BY THESE PRESENTS:

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

> The NATIONAL POWER CORPORATION, a governmentowned 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 P. Defensor-Santiago Avenue (formerly BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Senior Vice President and Chief Operating Officer, ATTY. MELCHOR P. RIDULME, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC.

> > - and -

DBC MACHINERIES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Mahayahay, 9200 Iligan City, Philippines, herein represented by Its President/General Manager MR. DANILO LEOPOLDO B. DELA CRUZ, who is duly authorized to represent this transaction, hereinafter referred to as it CONTRACTOR

WITNESSETH: That -

WHEREAS, on 04 December 2024, NPC posted the Invitation to Bid for the Public Bidding of the Supply of labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1 HEP.

WHEREAS, where were two (2) prospective bidders who secured this Bidding Documents and participated in the 2nd bidding conducted on January 2025.

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

WHEREAS, NPC, accepted the said bid of the CONTRACTOR;

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

Contract between NPC and DBC Machineries Corporation

Supply of labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental, Expenses Necessary for the Rehabilitation/Repair of Power Intake Gates Unit 2 of Agus 1

Contract No. LOG MSSP 2025-03-020-MGF

AFG-LOG-007 F01 Rev. No.0 Sheet 1 of 14

BY:

(CONTRACTOR) Ruby R.

O LEOPOLDO B. DELA CRUZ

President/General Manager

President, Admin and Finance CRISANTO V. HILARIO

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:

- Bidding Documents for the Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1 HEP under PR No. MA-A2M24-006 / PB240716-JD000323(PB2);
- 2. Supplemental/Bid Bulletin No. 1 dated 05 July 2024;
- 3. Notice of Award dated 28 March 2025;
- 4. Post Qualification Report dated 17 February 2025;
- 5. Bid Opening/Evaluation Report dated 21 January 2025:
- 6. CONTRACTOR's bid proposal dated 15 January 2025;
- 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 WORK

The works and services to be performed by the CONTRACTOR under this contract shall be as follows:

a. Conduct actual verification/inspection of Power Intake Service Gates at site purposely to have clear view and understanding with regards to the dam intake structures, equipment location, power source/connection, system interface, dimensions, etc.;

The CONTRACTOR shall take pictures before, during and after completion of works with corresponding dates.

Site-inspection certificate shall be secured signed by the Plant Manager or his/her representative.

Prior to work implementation and execution of works, the CONTRACTOR shall coordinate with the end user for further details.

b. Lowering and Sealing of Bulkhead Gates
 b.1 Transferring of lifting hook one at a time for each of the

Contract between NPC and DBC Machineries Corporation

Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1

Contract No. LOG MSSP 2025-03-020-MGF

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

a

uby R Barinque (CONTRACTOR)

BADELA CRUZ

President/General Manager

O Ma. Ruby

CRISANTO V. HILARIO
/ice President, Admin and Finance
(NPC)

ATAY. MELCHOR P. RIDULME Senior Vice President and COO

President/General Manager

CONTRACTOR

President, Admin and Finance

CRISANTO V. HILARIO

Ma.

ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

three (3) Bulkhead Gates;

- b.2 Opening of top trash rack panels of Unit 2 for the diver to enter the Bulkhead Gates;
- b.3 Sealing of Bulkhead Gates using estufa to prevent water leakage.
- c. Rehabilitation of Unit 2's Gate 1 Power Intake Service Gate
 - c.1 Pulling out of Service Gate
 - Draining of Hydraulic Cylinder Oil
 - Detaching of Hydraulic Pipes (return, control and supply line)
 - · Detaching of pilot valves
 - · Dismantling of Steel Platform
 - Dismantling of Hydraulic Cylinder and pulling out using 25-Ton Telescopic Crane
 - Unbolting of Service Gate Head Cover and Pulling out using Telescopic Crane
 - Pulling-out of Intake Service Gate using Telescopic Crane
 - c.2 Rehabilitation/Reconditioning of Hydraulic Cylinder to satisfy the Equipment Function
 - Transporting of Hydraulic Cylinder to CONTRACTOR's Warehouse / Workshop
 - General reconditioning of Hydraulic Cylinder Hard Chrome Rods (HV850)
 - Restoration of Cylinder Honed Tubes
 - Replacement of all High Pressure Cylinder Rubber Seal Kits, O-rings, Valve Seals and Packings
 - Modification of Cylinder for Air Vent Release
 - Upgrading of Cylinder to Intelligent Positioning Cylinder
 - External Coat for the Parts: Sand blasted by Sa 2.5 according to the Svensk Standard SIS 055900-1967 OR DIN 55928 or equivalent Coat Sequence: 2 x Passivol (Universalgrund), 2 x Topol 100 (Top Coat)
 - Cylinder Pressure Test (280 bar)
 - Replacement of Hydraulic Pipe Return Line
 - Replacement of Pilot Check Valve / Cylinder Block
 - · Application of Protection Coating on Piston Rod
 - Process: Galvanic Hard Chrome
 - Thickness: min. 30um
 - Hardness: HV 900-1100 kp/mm2

NOTE: Technical Data of Hydraulic Cylinder

- Tractive Force: 550 KN
- Locking Charge by mean if gate-weight: 131 KN
- Lifting and Rising: 0.4m/mm
- Emergency Closure: 2.1m/mm

Contract between NPC and DBC Machineries Corporation
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Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1

Contract No. LOG MSSP 2025-03-020-MGF

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

BY

DÉLA CRUZ

President/General Manager

CONTRACTOR

Ruby

ma.

Vice President, Admin and Finance

TO V. HILARIO

BY

A TAY. MELCHOR P. RIDULME Senior Vice President and COO - Working Pressure: 70 bar on piston rod side

Test Pressure: 140 bar

- Supporting Welding Seams: 100% x-rayed

Weight:

h.1. Cylinder : 3,300 kg h.2 Oil Filling : 600 kg Total : 3,900 kg

c.3 Rehabilitation of Power Intake Services Gates

- Transportation of Power Intake Service Gate to CONTRACTOR's Warehouse/Workshop.
- Removal and replacement of Rubber Seal.
- Replacement of Self-Lubricating Roller Bearing (Hot Dip Galvanized Finished)
- Repairing of Guide Rollers, Piston Rod and Steel Surfaces including de-rusting of Steel Surfaces
- Repairing and sand blasting of gates prior to painting
- Application of anti-corrosive paints on Power Service Intake Gate
- · Lubrication and greasing of various mechanical parts

c.4 Rehabilitation/Repair of Gate Guide Rails and Seal Seats

- Thorough investigation of gate guide rails and seal seats
- · De-rusting of steel surface
- · Application of anti-corrosive paint to guide rails
- Clearing of seal seats

c.5 Repair of Intake Service Gate Head Cover

- Re-dusting of steel plates
- Application of anti-corrosion paint
- Replacement of rusted/damaged bolts

c.6 Installation of newly rehabilitated Intake Gate

- Transportation of Intake Gate from CONTRACTOR's Workshop to the site
- Lowering of Intake Gate using telescopic crane at the lower most part of the guide rail (close position of Intake Gate)
- Installation of temporary ladder at the vent area to access the bottom part of the Intake Gate to visualize the actual operation of the gate
- Conducting of eccentric investigation and actual inspection of gate rubber seal on close position
- Lifting of Intake gates using telescopic crane to visualize if the rubber seal is fitted perfectly on the guide rails and seal sets
- If the rubber seal is detached from the service gates during the dry exercise, the gate must be sent back to CONTRACTOR's Workshop for rehabilitation

Contract between NPC and DBC Machineries Corporation
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Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1
HEP
Contract No. LOG MSSP 2025-03-020-MGF

O LEOPOLDO B. DELA CRUZ

President/General Manager

CONTRACTOR

Vice President, Admin and Finance

CRISANTO V. HILARIO

ATTY. MELCHOR P. RIDULME Senior Vice President and COO c.7 Installation of Newly Rehabilitated Hydraulic Cylinder

 Installation of repaired intake head cover in preparation for hydraulic cylinder installation

 Transport of Hydraulic Cylinder from CONTRACTOR's Workshop to the site

 Lowering and installation of Hydraulic Cylinder using Telescopic crane

· Installation of new pilot valve

• Installation of supply, return and control hydraulic pipe line

• Installation of new mechanical gate Position Indicator

 Refilling of hydraulic oil to Hydraulic Cylinder from Hydraulic Power Unit (HPU) at the Intake Control Room

 Constant bleeding of pipe lines during refilling of hydraulic oil to eliminate air trap

c.8 Reconditioning of Hydraulic Power Unit (HPU)

- Conduction of overall investigation and testing on the functionality of HPU
- Replacement of Hydraulic Component such as valves (directional, emergency, fast close), filter, motor and other necessary components

· Re-tightening of pipes with oil leaks

- Testing of Hydraulic Manifold Blocks, Valves and fittings
- d. Supply of drums for hydraulic oil drained from Hydraulic Cylinder
- e. Conduct thorough structural investigation (core bore and sampling analysis) of intake structure by experienced Civil/ Structural Engineer Core;
- f. Conduct diving works to perform leakage control and provision of stop log sealing materials;
- g. Conduct actual verification/inspection of the existing power intake gates at site purposely to have clear view and understanding with regards to the CONTRACTOR's scope of works, equipment location, power source/connection, pipe route and connection and verification of dimensional requirements. CONTRACTOR's representative who shall conduct on-site inspection shall be technically knowledgeable on this project;
- h. Mobilization/De-mobilization;
- i. Provide 25 tons lifting equipment/mobile crane for the dismantling/dismounting/removal of hydraulic cylinders from power intake gates;
- j) Transport/hauling of all dismantled / removed electromechanical equipment/components/parts and other waste

Contract between NPC and DBC Machineries Corporation Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1 HEP Contract No. LOG MSSP 2025-03-020-MGF

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

BY:

(a)

ATAY. MELCHOR P. RIDULME Senior Vice President and COO materials in the area inside the plant site as designated by authorized NPC Plant personnel;

- k) Mount/anchor and install the rehabilitated/repaired power intake gates back to its location. Mounting bolts shall be included in the CONTRACTOR's scope;
- Provide tools, equipment and materials/consumables i.e., power and instrument cables, flexible hose and hydraulic oil necessary for system installation, operation and up to satisfactory completion of the work;
- m) Provide services of highly qualified and experienced technical personnel having expertise in the rehabilitation/ repair of the power intake gates and associated auxiliaries, test and commissioning, as follows;
 - Project Supervisor
 - Professional Mechanical Engineer (PME)
 - Mechanical Engineer
 - Structural Engineer with minimum work experience
 - Electrical Engineer
 - Technician Safety Officer
 - Welder (NON)
 - Professional Diver (Open Sea License)
 - Machinist
 - Painter
- n) Conduct training for plant personnel on technical, operation and proper operation & maintenance of the power intake gates and associated auxiliaries at site;
- c) Conduct test and commissioning of the power intake gates and associated auxiliaries including its control system;
- p) Corrosion protection and painting. All painting works must be supervised by a Certified Level 2 Painting inspector
- q) Clean-up of work areas after the completion of work covered by the contract; and
- r) Other works and services as specified in the relevant specifications including those that are not specifically detailed herein but are required to fully complete and placing ready for the safe and reliable operation of the power intake gates.

ARTICLE III PROJECT DURATION AND LOCATION

The CONTRACTOR shall complete the works as specified within ninety (90) calendar days which shall become effective from receipt of Notice to Proceed.

Contract between NPC and DBC Machineries Corporation Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1 HEP

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

Contract No. LOG MSSP 2025-03-020-MGF

BY

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BY:

DAMILO LEOPOKDOB. DELA CRUZ

President General Manager

. Ruby R. Baring (CONTRACTOR)

CRISANTO V. HILARIO
President, Admin and Finance
(NPC)

BODELA CRUZ

CO (EOPOLDO

President/General Manager

OR P. RIDULME CRISANTO V. HILARIO
Sident and COO Vice President, Admin and Finance

ATAY. MELCHOR P. RIDULME Senior Vice President and COO The supply of labor, materials, tools/equipment, consumables, supervision and other incidental expenses necessary for the rehabilitation/repair of power intake service gates for Agus 1 HEP's Unit #2 shall be at plant site in Marawi City.

The CONTRACTOR shall be responsible for visiting the site and take particular reference to its accessibility, means of communication, transportation and all other factors that could hamper the smooth execution of the contract.

Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the CONTRACTOR and no additional payment thereof shall be made by NPC.

ARTICLE IV TOTAL CONTRACT PRICE

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS: TWENTY FOUR MILLION SEVEN HUNDRED EIGHTY THOUSAND PESOS (PHP 24,780,000.00).

The Total Contract Price specified above shall be paid in accordance with the provision of Section IV-GCC, Clause 2 of the Bidding Documents.

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

ARTICLE V 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 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.

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

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

BY:

(B)

DAINEO LEOPOLDO B. DELA CRUZ

President/General Manager

CONTRACTOR

Vice President, Admin and Finance

(NPC)

CRISANTO V. HILARIO

Ruby R

Ma.

ATTY. MELCHOR P. RIDULME Senior Vice President and COO 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 VI 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 / General Conditions of Contract, 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.

ARTICLE VII LIQUIDATED DAMAGES

Should CONTRACTOR fails 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%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

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Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1

Contract No. LOG MSSP 2025-03-020-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 8 of 14 DANH O LEOPOLDO B. DELA CRUZ President/General Manager

BY:

Ruby R. Baring (CONTRACTOR)

CRISANTO V. HILARIO
President, Admin and Finance (NPC)

Vice

ATTY. MELCHOR P. RIDULME Senior Vice President and COO ARTICLE VIII
NON-ASSIGNMENT AND NO SUB-CONTRACTING

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-CONTRACTOR 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 IX 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 X SUSPENSION OF WORK

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

Contract between NPC and DBC Machineries Corporation
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AFG-LOG-007.F01 Rev. No. 0 Sheet 9 of 14

P

BY:

President/General Manager

Vice President, Admin and Finance

TO V. HILARIO

DANILO LEOPOLDO

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 XII WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its 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 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 CONTRACTOR 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 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; 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 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 its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XIII 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 thereto is joint and several, and for this reason NPC may proceed against any or all of them.

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HEP

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

Contract No. LOG MSSP 2025-03-020-MGF

BY:

(P)

DAMILO LEOPOLDO B. DELA CRUZ

President/General Manager

(CONTRACTOR)

CRISANTO V. HILARIO
Vice President/ Admin and Finance
(NPC)

Ma.

ATTY. MELCHOR P. RIDULME Senior Vice President and COO ARTICLE XIV 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 XV EFFECTIVITY

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

ARTICLE XVI
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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

Contract between NPC and DBC Machineries Corporation
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Contract No. LOG MSSP 2025-03-020-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 11 of 14 IN WITNESS WHEREOF, the parties hereto have signed this Contract this day of July , 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (CONTRACTOR)

BY:

Senior Vice President & COO

IN WITNESS WHEREOF, the parties hereto have signed this Contract this day of July , 2025 at Quezon City, Philippines.

DBC MACHINERIES CORPORATION (CONTRACTOR)

BY:

DANILO LEOPOLDO B. DELA CRUZ President/General Manager

SIGNED IN THE PRESENCE OF:

Vice President, Admin and Finance
(NPC)

Ma. Ruby R. Barinque

(CONTRACTOR)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

Cerel

NATIN

CERTIFIED FUNDS AVAILABLE
PERIOD
JOB ORDER WO # B1U1 1 745
COST CENTER CLY 20 13
AMOUNT #24, 750 PM . ~

Contract between NPC and DBC Machineries Corporation
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGEMENT

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

Doc. No. $\frac{\lfloor c^{\circ} \rfloor}{2 \rfloor}$; Page No. $\frac{2}{2 \rfloor}$; Book No. $\frac{1}{2 \rfloor}$; Series of 2025. ATTY. RODOLFO M. DE GUZMAN, JR. Notary Public for Quezon City
Commission No. NP-409(2025-2026)
Commission Expires on 31 December 2026
Roll No. 44291
IBPNo. 503063; 01/08/2025; Tarlac
PTR No. 7132156; 01/15/2025; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor, Gabriel Y. Itchon Building
Senator Miriam P. Defensor Santiago Avenue
Diliman, Quezon City

Notary Public

PTR No.:

Until December 31, 2025 IBP Lifetime No.:

Contract between NPC and DBC Machineries Corporation
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Contract No. LOG MSSP 2025-03-020-MGF

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Republic of the Philippines)

City of Iligan)S. S.

ACKNOWLEDGEMENT

personally appeared MR. DANILO LEOPOLDO B. DELA CRUZ, President/General manager, DBC MACHINERIES CORPORATION, with Identification Document in the form of OSCA ID NO. 10388, issued by OSCA at ILIGAN CITY, on July 18, 2013, 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 Company he represents.

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

DOC. NO. 174

PAGE NO. 25

BOOK NO. 13

SERIES OF 2025

RENDO C. STUART DEL ROSARIO

NOTARY PUBLIC

UNTIL DEC 31/2026

PTR NO. 1863946-12:10:24

IBP NO. 07443 APRIL 30, 2008 IBP ROLL NO. 54894/APRIL 25, 2008

NATIONAL POWER CORPORATION

SIGNED IN THE PRESENCE OF:

DBC MACHINERIES CORPORATION

(CONTRACTOR)

BY:

AATY. MELCHOR P. RIDULME Senior Vice President and COO

Vice President, Admin and Finance CRISANTO V. HILARIO

(NPC)

Ma. Ruby R. Barinque

(CONTRACTOR)

BY:

DANILO LEOPOLDO B. DELA CRUZ

President/General Manager

ANNEX A

SCHEDULE OF REQUIREMENTS

Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1 HEP

MA-A2M24-006 / PB240716-JD000323(PB2)

TOTAL PRICE			24,780,000.00	24,780,000.00	
UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED	Labor (Installation, Testing and Commissioning) (Phil. Peso)		12,390,000.00	Twenty Four Million Seven Hundred Eighty Thousand Pesos	
	Local Transport from Port to Delivery Site (Phil. Peso)		200,000.00		
	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)		1,306,071.43		
	Import Duties & Other Levies Imposed by Phil. Govt (Phil. Peso)				
	Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)		10,883,928.57		
QTY - UNIT			1 LOT		
DESCRIPTION			Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates Unit 2 of Agus 1 HEP	TOTAL	
ITEM NO.			-		