

ORIGINAL

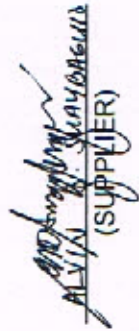
IHI TURBO INTERNATIONAL TRADE


SIGNED IN THE PRESENCE OF:

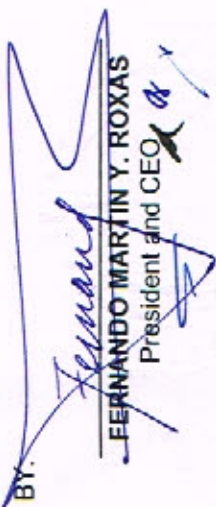
NATIONAL POWER CORPORATION (NPC)

BY:


ROSHEENAH CARLA D. RIOS
Sales Executive


ALEXANDER P. JARON
(SUPPLIER)


ALEXANDER P. JARON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

CONTRACT NO. LOG MSSP 2022-11-119-MGF

SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF 2 X 60 KW MODULAR DIESEL GENSETS, ASSOCIATED ELECTRICAL EQUIPMENT AND BALANCE OF PLANT FOR THE ELECTRIFICATION OF NEW AREA IN BULAN ISLAND, BANGUINGUI, SULU
HO-PMD22-009 / PB220530-JD

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 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 -

IHI TURBO INTERNATIONAL TRADE, INC., a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Rios Building, 193 Doña Soledad Extension Cor. Hawaii St., BLS Brgy. Don Bosco, Parañaque City, Philippines herein represented by its Sales Executive, **MS. ROSHEENAH CARLA D. RIOS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That -

WHEREAS, on 07 May 2022, NPC posted the Invitation to Bid for the Public Bidding for the Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets, Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Bulan Island, Banguingui, Sulu;

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 30

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets, Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF

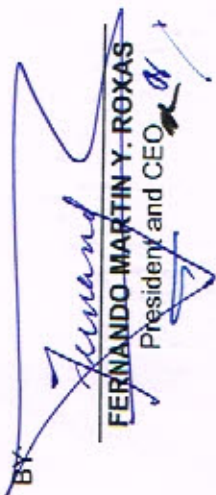
28

BY:


ROSHEENA CARLA D. RIOS
Sales Executive


ALVIN B. SAWAYAG
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

May 2022 on the aforesaid undertaking;

WHEREAS, SUPPLIER's bid offer was considered as the Single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

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

1. Bid Documents for the Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets, Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Bulan Island, Banguingui, Sulu;
2. Notice of Award dated 25 November 2022; ,
3. Post-qualification Report dated 15 November 2022; ,
4. Bid Opening Report dated 29 June 2022; ,
5. SUPPLIER's bid proposal dated 25 May 2022; ,
6. Notice to Proceed; and
7. The Performance Security to be filed by SUPPLIER 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.

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets, Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF

Handwritten mark

Handwritten mark

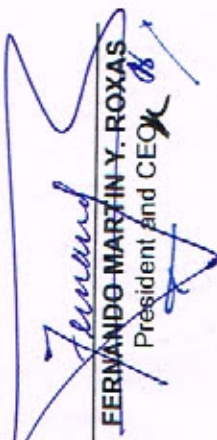
Handwritten mark

Handwritten mark

BY:


ROSHEENA D. RIOS
 Sales Executive


ALEXANDER P. JAPON
 Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
 President and CEO

ARTICLE II SCOPE OF CONTRACT

The SUPPLIER's scope of work under this Project shall generally consist of the following:

- a) Manufacture, factory test, deliver, installation of electro-mechanical equipment, associated auxiliaries and electrical equipment as enumerated below;
- b) Delivery of labor and supervision, materials and supplies, tools and equipment for the construction of associated civil and architectural works, as applicable, such as foundations for equipment, appurtenant buildings/structures and other related works. It shall include detailed design of associated civil/structural works for all equipment to be supplied by the Supplier and as specified herein;
- c) Inspection, test and commissioning of equipment and machinery to ascertain that they are functioning in accordance with the contract provisions and guarantees; and
- d) Training of NPC personnel covering electrical, mechanical, instrumentation and control systems, troubleshooting including the supply of manufacturer's software needed in programming the genset control setting and electronic/digital governing system including other digital components that require exclusive programs from the Manufacturer with free update throughout the operating life of the generating sets.

The SUPPLIER shall also provide all other related works not specifically mentioned in the Specifications but are necessary to complete the Works so as to be ready for commercial operation in accordance with the intent of the Contract. It is understood that all costs pertinent thereto are included in the Schedule of Requirements.

ARTICLE III PROJECT DURATION AND LOCATION

The Contract duration shall be **two hundred forty (240) calendar days**, reckoned from receipt of Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of the works at site.

The project is located in a new site of Brgy. Kahikukuk, Bulan Island, Banguingui, Sulu,

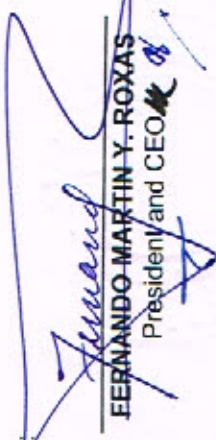
Contract between NPC and IHI Turbo International Trade, Inc.
 Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets,
 Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in
 Bulan Island, Banguingui, Sulu
 Contract No. LOG MSSP 2022-11-119-MGF *no sub*

BY:


ROSHEHAH CARLA D. RIOS
Sales Executive


ALVIN D. SAWAYAN
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS TWENTY THREE MILLION THIRTY NINE THOUSAND PESOS ONLY (PHP 23,039,000.00)**,

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

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 SUPPLIER.

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

ARTICLE V
PERFORMANCE SECURITY

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

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

b. Surety Bond callable upon demand and penal in nature 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

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets, Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF *ai ygd*



BY:


ROSHEENA CARLA D. RIOS
Sales Executive

suffer as a result of the failure of the SUPPLIER to perform its obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 SUPPLIER 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

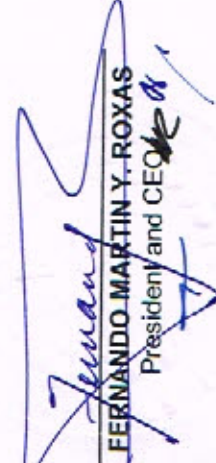
To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER 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 SUPPLIER'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 SUPPLIER fail to satisfactorily deliver any or all the GOODS and/or perform the services within the period 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, a sum equivalent to one tenth (1/10) of one percent (1%) of the contract cost of the delay/unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the NPC may rescind the contract without prejudice to other course of action and remedies open to it.


ALVIN B. QUAYOBACULIS
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets,
Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in
Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF








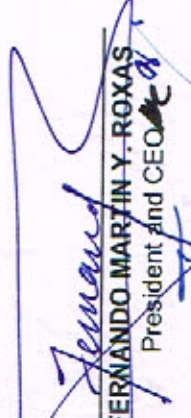


BY:


ROSHEENA CARLA D. RIOS
Sales Executive


ALEXANDER P. JAPON
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

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

The SUPPLIER 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 SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER 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 SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER 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 SUPPLIER 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 supplier 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.

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets,
Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in
Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF *no sub*

Handwritten marks and signatures at the bottom right of the page.

**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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER 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**

SUPPLIER 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 SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of 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 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) and/or other applicable laws against the SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

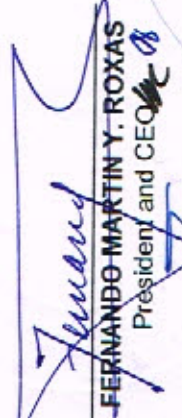
BY:

BY:


ROSHENAH CARDA D. RIOS
Sales Executive


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

ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

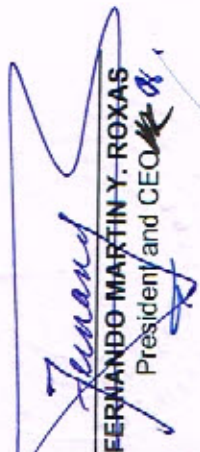
Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets,
Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in
Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF



BY:


ROSHEENAH CARLA D. RIOS
Sales Executive


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

**ARTICLE XIII
JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER 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.

**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 the 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 shall be exclusively in the proper court of Quezon City, Philippines, only.

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets,
Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in
Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF

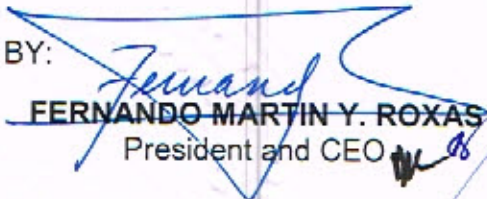


IN WITNESS WHEREOF, the parties hereto have signed this Contract this _____ day of _____, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

**IHI TURBO INTERNATIONAL
TRADE, INC.**
(SUPPLIER)


BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

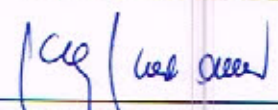

ROSHEENAH CARLA D. RIOS
Sales Executive

SIGNED IN THE PRESENCE OF:


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


ALVIN B. SUAT BAGULO
(SUPPLIER)

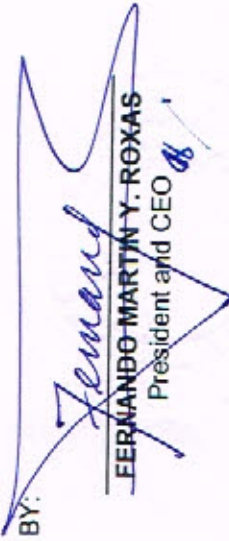
FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

F. Other Agency Funded Projects

CERTIFIED FUNDS AVAILABLE	
PERIOD	2022
JOB ORDER	WO# K800A02
COST CENTER	Cc# 2701004
AMOUNT	₱ 23,039,000.00

Contract between NPC and IHI Turbo International Trade, Inc.
Supply, Delivery, Installation, Test & Commissioning of 2 x 60 kW Modular Diesel Gensets,
Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in
Bulan Island, Banguingui, Sulu
Contract No. LOG MSSP 2022-11-119-MGF *ni*

BY: 
FERNANDO MARTIN Y. ROXAS
 President and CEO


ALEXANDER P. JAPON
 Vice President, Admin & Finance


ALVIN B. SUAYBAGUI
 (SUPPLIER)

BY: 
ROSHEENAH CARELA D. RIOS
 Sales Executive

"ANNEX A"

**SECTION VII - SCHEDULE OF REQUIREMENTS
 (BID PRICE SCHEDULE SUMMARY)**

SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF 2 X 60 KW MODULAR DIESEL GENSETS, ASSOCIATED ELECTRICAL EQUIPMENT AND BALANCE OF PLANT FOR THE ELECTRIFICATION OF NEW AREA IN BULAN ISLAND, BANGUINGUI, SULU

HO-PMD22-009 / PB220530-JD

ITEM	PARTICULARS	TOTAL AMOUNT IN FIGURES		TOTAL PESO EQUIVALENT
		Foreign Currency	Phil. Peso	
1.0	Bulan Island, Banguingui, Sulu	N/A	23,039,000.00	23,039,000.00
	TOTAL AMOUNT			23,039,000.00