

NCO GENERAL MERCHANDISE

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:   
NELSON L. OCAMPO  
CEO/President

  
(SUPPLIER)

  
EDUARDO T. MALLARE  
Officer-in-Charge, Project  
Management Department

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

CONTRACT NO. LOG MSSP 2024-09-112-ALC

SUPPLY AND DELIVERY OF 1,111 UNITS OF PORTABLE  
PHOTOVOLTAIC SOLAR HOME SYSTEM FOR VARIOUS  
WATERSHED AREAS IN LUZON AND MINDANAO  
HO-TTE24-003 / PB240716-RA00329

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 P. Defensor-Santiago Avenue  
(formerly 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 -

**NCO GENERAL MERCHANDISE**, a proprietorship duly  
organized and existing under and by virtue of the laws of  
Republic of the Philippines with office address at National  
Highway, Brgy. San Marcos Payas, San Nicholas, Ilocos Norte,  
Philippines herein represented by its CEO/President, **MR.  
NELSON L. OCAMPO**, who is duly authorized to represent it in  
this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That -

WHEREAS, on 27 June 2024, NPC posted the Invitation to Bid for  
the Public Bidding for the Supply and Delivery of 1,111 Units of Portable  
Photovoltaic Solar Home System for Various Watershed Areas in Luzon  
and Mindanao;

WHEREAS, there were two (2) prospective bidders who secured  
the bidding documents and participated in the bidding conducted on 16  
July 2024 on the aforesaid undertaking;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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BY:   
NELSON L. OCAMPO  
CEO/President

  
(SUPPLIER)

  
EDUARDO T. MALLARE  
Officer-in-Charge, Project  
Management Department

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

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

## ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

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

1. Bid Documents for the Supply and Delivery of 1,111 Units of Portable Photovoltaic Solar Home System for Various Watershed Areas in Luzon and Mindanao;
2. Bid Opening Report dated 17 July 2024;
3. Supplemental/Bid Bulletin No. 1 dated 08 July 2024;
4. Post-qualification Report dated 14 August 2024;
5. SUPPLIER's bid proposal dated 12 July 2024 as reflected in Annex A;
6. Notice of Award dated 13 September 2024;
7. Notice to Proceed; and
8. 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.

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**ARTICLE II**  
**SCOPE OF CONTRACT**

The scope of work shall cover the Supply and Delivery of standalone portable Solar Home System units with Lithium-based batteries, warranties of equipment, provision of spares and all tools necessary for installation, repairs, operation and maintenance training of NPC-SPUG, PMD personnel, WMD personnel and/or other assigned personnel by NPC. Additional details are provided in other sections of this specification.

It is not the intent of this specification to specify all technical requirements or to set forth those requirements covered by applicable codes and standards. The SUPPLIER shall furnish manpower and supervision, high quality works, materials and equipment meeting the requirements of this specification and industry standards.

The SUPPLIER's scope of work under this Project shall generally consist of but not limited to the following:

- a) Factory testing and delivery of portable SHS units, and its components including led lamps, etc., necessary appurtenances, tools, spare parts and associated auxiliaries;
- b) Conduct training and/or training supervision for operation and maintenance of portable SHS units, and all of the appurtenances/accessories within a given warranty period; and
- c) Delivery of spares, replacement parts and tools to designated storage houses/facilities identified by NPC.

**Solar Home System**

- Scope of work shall cover the test, supply and delivery of **one thousand one hundred and eleven (1,111)** sets of portable SHS complete with its components and appurtenances.
- The Supplier shall test, supply and deliver the lithium-ion batteries for energy storage with a minimum storage capacity of 18Ah. It shall have integrated battery controller system to control charging/discharging of each battery cells and prevent it from operating outside its typical safe operating range. The batteries shall be enclosed in a "plug and play" housing, resistant to tampering and with all the cables and adapters needed, support and fixing system to ensure safe and reliable operation of the portable SHS;

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- The SHS enclosure box shall be of a robust "plug and play" type provided with protection against dust and water, tamper proof seals/electrical seals or any type of seal and an engraved master serial number. It shall have prefabricated entry and exit points for cables.
- The PV panels shall be designed for maximum efficiency and shall be supplied with all necessary appurtenances for safety;
- The Supplier shall test, supply and deliver the Lamps, LED lights and bundled appliances for each set of portable SHS;
- The Supplier shall supply and deliver all cables, wire and switches needed for wiring including safety components such as clamps, fasteners, etc. to ensure safe and reliable operation of the system.
- The Supplier shall furnish a GI pipe as support structure for solar PV module complete with hot dipped galvanized brackets and stainless-steel bolts, nuts, fasteners and etc.
- The Supplier shall pack and deliver the system strictly as per set. However, the solar panel can be in a separate packaging to allow easy handling and distribution. A complete portable SHS set can have a maximum of two boxes/packages only. One box for the SHS enclosure box including the lamps, radio and torch, and another box for solar PV module and its cables.

Anything not mentioned in the technical specifications, but which are necessary to make a complete installation and to ensure optimum and reliable operation shall be considered included in the scope of works.

## PORTABLE SOLAR HOME SYSTEM

### a) Design Requirements

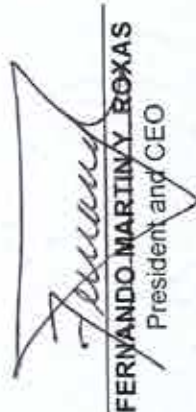
1. The Supplier is responsible for the implementation plan under this contract. The detailed design shall be based on the following minimum requirements:
  - 1.1 Technical Data sheet for Solar PV module
  - 1.2 Technical Data sheet for SHS Enclosure Box (Charge Controller, Batteries)
  - 1.3 Technical Data Sheet for Cables
  - 1.4 Technical Data Sheet for Bundled Appliances
2. The Supplier shall supply the portable SHS at minimum as specified in Table 2.0, however, the Supplier may propose larger PV modules and batteries, subject for approval of NPC.

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EDUARDO T. MALLARE  
Officer-in-Charge, Project Management Department

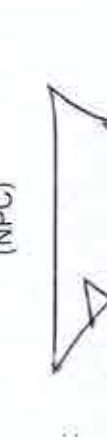
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FERNANDO MARTINY ROXAS  
President and CEO



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Est. Ave. Daily Consumption (Wh/d)	Min. PV Power (Wp)	Min. Effective Battery Capacity (Ah)
53	30	18

Table 2.0: System Summary Description – minimum sizing

3. The design of portable SHS shall be based on Table 3.0:

Components	Qty	Usage (hrs/day)	Brightness (Lumens)	Nominal Voltage (VDC)	Rated Power (Watts)	Maximum Power (Watts)	Energy Demand (Wh/day)
LED Lamp (Indoor)	1	4	300	12	3	3	12
LED Lamp (Indoor)	2	3	200	12	2	4	24
LED Lamp (Outdoor)	1	8	100	12	1	1	8
Torch Lamp	1	4	50	5	1	1	4
AM/FM DC Radio	1	5	-	5	1	1	5
TOTAL					8	10	53

3.0: Daily Home Accessories and Lighting Service Requirement

- The Solar Home System must be designed for a minimum service life of **at least (10) years** with one battery and controller replacement;
- The Solar Home System shall be portable and be easily fitted to a protective carrying case with handle for easy transport. It shall be easy to assemble and disassemble and be used right out of the box with minimal extra set-up;
- The Supplier shall furnish Lighting Global verified solar products and batteries for this Contract. All applicable products shall meet the Lighting Global Quality Standards with a minimum quality standard referenced to IEC 62257-9-5 TS Ed. 2 Part 9-5 and passed the conditions set by IEC 61960;
- The Supplier shall provide all the necessary protection for the Solar Home System required by Philippine Electrical Code (PEC) and other applicable regulatory agencies;
- Equipment to be supplied including spares of the same class shall bear the same manufacturer's name and model; and
- All electrical works shall be in accordance to the latest Philippine Electrical Code rules and provisions.

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Management Department

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President and CEO
b) **Test, Supply, and Delivery of Materials and Equipment**

1. Test, Supply and Deliver of Solar Home System consisting of solar panels, batteries and charge controllers, lamps/torches and LED lights, and radios
2. Test, Supply and Deliver of batteries and charge controllers including necessary software, services, materials and equipment for the optimum and reliable operation of the portable SHS;
3. Supply and deliver of all required spare parts, manufacturer's recommended tools, installation tools, special tools and appliances including all associated expenses necessary for any repair works during the warranty period; and
4. Delivery of spares and replacement parts to designated storage facility by NPC.

c) **Operation and Maintenance**

- The Supplier shall provide training to NPC-SPUG/PMD personnel or as specified by NPC, on how to use, maintain and troubleshoot the system's components and other services.
- The Supplier shall submit five (5) sets of the draft of Operation Maintenance Manuals required for all equipment supplied under this Contract, at least forty-five (45) days prior to delivery for NPC review and approval.

Upon approval, the Supplier shall submit seven (7) final copies of the O&M manuals to NPC. The manual shall include parts list and preventive maintenance schedule during the life span of the whole system and its appurtenances and shall be submitted one-month prior to the deliveries.

- The Supplier shall provide user manual included in the portable SHS package per household. The manual shall bear information on the proper care and usage of the whole system and its appurtenances, basic troubleshooting and repair, etc. of the portable SHS, its components, auxiliaries and appurtenances. This shall be printed in sticker paper and attached to every battery enclosure box.

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d) Other Allied Services

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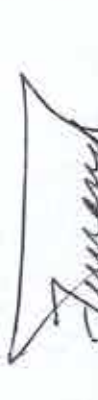
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- The Supplier shall conduct actual site inspections of the project sites and make assessment on its physical condition and determine the extent of the scope of works required for the delivery of the portable SHS, auxiliaries and appurtenances.
- The Supplier shall inspect the designated storage facility by NPC to assess its capability and capacity.
- The Supplier shall supply and deliver all the major components with at least minimum labeling requirements. Each set shall also have its master serial code aside from the codes assigned to each component. It shall be engraved/burned in the enclosure box, shall be easy to locate and shall be clear. The master serial number shall contain all the serial numbers, or any other codes used in labeling each major components of the unit such as the solar panels, charge controllers, batteries, etc. All spare parts shall also be supplied and delivered with the labeling requirements attached.
- The Supplier shall conduct operation and maintenance training to NPC-SPUG/PMD personnel or as specified by NPC. Supervision during the training of household beneficiaries, The training aims to provide information of at least the parts list, basic care and usage and basic troubleshooting to beneficiaries under the supervision of the Supplier. The beneficiaries shall also be well informed on the "Do's and Don't's" on the equipment.
- The Supplier shall supply and deliver the Tool Kits to NPC designated area and/or personnel to ensure proper O&M in maintaining the performance of all installed portable SHS. The Tool Kit shall have the minimum requirements specified in GW – 8.0 Tools and Appliances of the bidding documents.
- Supply and delivery of Special Tools and Equipment as specified in the Specifications and as recommended by the manufacturer including toolbox required for installation, operation, testing, troubleshooting and normal maintenance of the portable Solar Home System and its appurtenances. It shall include the supply of back-up copies of control programs (firmware and other configuration software).
- The Supplier shall supply and deliver all spare parts to the respective storage facility identified by NPC. This is also applicable for the tool kits.
- The Supplier shall inform and train NPC-SPUG/PMD personnel or as specified by NPC regarding the proper turnover of the portable SHS unit based on the following minimum criteria:

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BY:

**Electrical Equipment and Cable Installation**

1. All electrical equipment shall be located inside the house excluding the solar panel with its accessories and 1W outdoor rated lamp.
  2. The 1W LED lamp shall be placed outside of the house depending on the preference of the customer.
  3. The LED lamps shall be well-positioned to provide the most efficient and effective illumination to the area. Indoor lamps shall not be located directly above the cooking area due to the fast accumulation of soot around the lamps.
  4. Two lamps in a circuit shall be permitted, however, the size of the wire shall be adjusted as necessary and each lamp shall have its own ON/OFF switch (dimmer switch is prohibited).
  5. The wires shall be laid neatly from the portable SHS unit enclosure box to the lamps with a switch positioned on an accessible location.
  6. The PV cable shall have a bend to make a drip loop (prior to entry to the house).
  7. The excess PV cable shall not be cut but spooled neatly and fastened near the battery enclosure or in any appropriate location.
  8. The portable SHS Unit Enclosure Box shall be located as nearest as possible from wire inlet (coming from the solar PV module) and away from direct heat exposure (sun's rays) and damp/wet areas.
  9. The portable SHS accessories such as the torch, the portable radio shall be located near the portable SHS unit enclosure box where they are plugged to the USB ports when charging.
- On-call service system and equipment breakdown during the warranty period as specified in GW-18.0 Guarantee. The Supplier shall have an established service center with experienced personnel that will promptly and efficiently cater to the repair and maintenance requirements of the supplied devices/components during the warranty period. Supplier shall provide contact details & response/resolution time for service/parts replacement requests.

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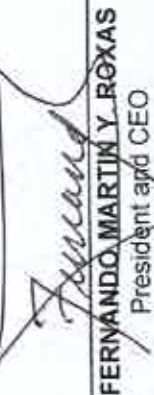
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ARTICLE III  
**CONTRACT DURATION AND LOCATION**

SUPPLIER shall supply and deliver of 1,111 Units of Portable Photovoltaic Solar Home System for Various Watershed Areas in Luzon and Mindanao within **one hundred twenty (120) calendar days** reckoned from the receipt of the Notice to Proceed.

The supplier shall deliver all 1,111 units of portable Solar Home System including spares and tools at:

DELIVERY POINT	WATERSHED AREAS COVERED	NO. OF UNITS
Upper Agno Watershed Office, Binga, Itogon, Benguet	Upper Agno	395
NPC Compound, Del Monte Rd., Minuyan, San Jose Del Monte, Bulacan	Angat, Buhi-Barit, Tiwi and San Roque	553
Pulangi Hydro Power Plant, Watershed Area D, Maramag, Bukidnon	Pulangi	163

The table below shows the quantities and installation areas of the portable SHS units to be supplied.

NO.	PROVINCE	MUNICIPALITY	BARANGAY	NO. OF HH
LUZON				
UPPER AGNO RIVER WATERSHED				
1	Benguet	Atok	Caliking	69
2			Cattubo	82
3			Paoay	68
4			Poblacion	93
5			Topdac	83

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NO.	PROVINCE	MUNICIPALITY	BARANGAY	NO. OF HH
ANGAT WATERSHED				
1	Bulacan	Norzagaray	San Lorenzo (Sitio Dike)	113
2			San Lorenzo (Sitio Inuman)	60
3		Doña Remedios Trinidad	Kabayunan (Sitio Anuling)	68
4			Kabayunan (Sitio Bunga)	25
5			Kabayunan (Sitio Pinag Anakan)	70
6			Kabayunan (Sitio Basyo)	53
7			Kabayunan (Sitio Iyak)	42
8			Kabayunan (Sitio Macau)	43
9			Kabayunan (Sitio Maputi)	59
BUHI-BARIT WATERSHED				
1	Camarines Sur	Buhi	Sta. Cruz	8
2			San Ramon	6
TIWI WATERSHED				
1	Albay	Tiwi	Joroan	2
SAN ROQUE WATERSHED				
1	Benguet	Itogon	Ampucao	3
2			Dalupirip	1
MINDANAO				
PULANGI WATERSHED				
1	Bukidnon	Maramag	La Roxas	1
2		Lantapan	Songco	2
3			Capitan Juan	3
4		Talakag	Sagaran	10
5		Libona	Capihan	147
TOTAL				1,111

Table 1.0 Project Allocation of Portable SHS units

**ARTICLE IV**  
**TOTAL CONTRACT PRICE AND PAYMENT TERMS**

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS SIXTEEN MILLION TWO HUNDRED SEVENTY THOUSAND FIVE HUNDRED NINETY FIVE PESOS (PHP 16,270,595.00).**

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The Total Contract Price specified above shall be paid in accordance with the provisions of Section IV-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 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.


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 SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

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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 Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV – GCC, Clause 5 of the Bid 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 NPC'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 fails 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%) of the contract amount, the NPC may rescind the contract without prejudice to other course of action and remedies open to it.

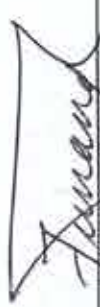
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## ARTICLE VIII NON-ASSIGNMENT AND NO SUB-CONTRACTING

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 NCO General Merchandise  
Supply and Delivery of 1,111 Units of Portable Photovoltaic Solar Home System for Various Watershed Areas in Luzon and Mindanao  
Contract No. LOG MSSP 2024-09-112-ALC



  
NELSON L. OCAMPO  
CEO/President

  
(SUPPLIER)

  
EDUARDO T. MALLARE  
Officer-in-Charge, Project Management Department

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

**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 SUPPLIER 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 3<sup>rd</sup> 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).

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Contract No. LOG MSSP 2024-09-112-ALC



BY:   
NELSON L. OCAMPO  
CEO/President

  
(SUPPLIER)

  
EDUARDO T. MALLARE  
Officer-in-Charge, Project  
Management Department

BY:   
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.

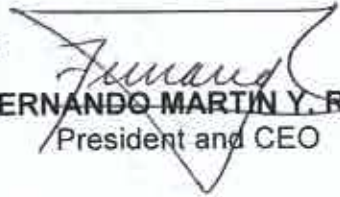
Contract between NPC and NCO General Merchandise  
Supply and Delivery of 1,111 Units of Portable Photovoltaic Solar Home System for Various  
Watershed Areas in Luzon and Mindanao  
Contract No. LOG MSSP 2024-09-112-ALC



IN WITNESS WHEREOF, the parties hereto have signed this Contract this 28th day of October, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION  
(NPC)

BY:


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

NCO GENERAL MERCHANDISE  
(SUPPLIER)

BY:


  
**NELSON L. OCAMPO**  
CEO/President

SIGNED IN THE PRESENCE OF:

  
**EDUARDO T. MALLARE**  
OIC, Project Management Dept  
(NPC)

  
(SUPPLIER)

FUNDS AVAILABLE

for:   
**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance

(F) TERN

CERTIFIED FUNDS AVAILABLE	
PERIOD	WOM
JOB ORDER	WOM# H600 AOK
COST CENTER	2704005
AMOUNT	P16,270,595.00

Contract between NPC and NCO General Merchandise  
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Watershed Areas in Luzon and Mindanao  
Contract No. LOG MSSP 2024-09-112-ALC



ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 21 day of July, 2024, 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 eighteen (18) 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. 497 ;  
Page No. 101 ;  
Book No. 1 ;  
Series of 2024.

**ATTY. DIWA RAFAEL B. BONTUYAN**  
Notary Public for Quezon City  
Commission No. NP-401 (2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 64390  
IBP No. 1006807; 02/07/2023; Quezon City  
PTR No. 4540603; 04/20/2023; Quezon City  
MCLE No. VII-0009839; 02/14/2022; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Filinvest, Quezon City

Contract between NPC and NCO General Merchandise  
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Watershed Areas in Luzon and Mindanao  
Contract No. LOG MSSP 2024-09-112-ALC



ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **LAOAG CITY**, Philippines, this **OCT 10 2024** day of \_\_\_\_\_, 2024, personally appeared **MR. NELSON L. OCAMPO**, CEO/President, **NCO GENERAL MERCHANDISE** with Identification Document in the form of Dates Valid & Notary issued by LTO at Laoag City, Ilocos Norte on 04/12/2023, known to me and to me known to be the same person who executed the foregoing instrument consisting of eighteen (18) 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, 2024  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

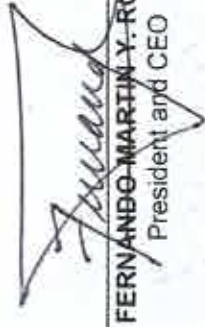
Doc. No.: 416  
Page No.: 88  
Book No.: LXXII  
Series of 2024.


**ATTY. FRANKLIN T. CALUMAG**  
Notary Public  
For Laoag City & Ilocos Norte  
Comm. No. 2022-70 until 12/31/2024  
3/f Savellano Bldg II, Pao Roman St., L.C.  
Roll No. 73726/EIN:445-471-225  
IBP No. 393354/01.03.2024/L.C.  
PTR No. 2606373/01.02.2024/L.C.  
MCLE NO. VII-0009352


Contract between NPC and NCO General Merchandise  
Supply and Delivery of 1,111 Units of Portable Photovoltaic Solar Home System for Various  
Watershed Areas in Luzon and Mindanao  
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BY:

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

  
**EDUARDO T. MALLARE**  
Officer-in-Charge, Project  
Management Department

  
(SUPPLIER)

BY:

  
**NELSON L. OCAMPO**  
CEO/President

**ANNEX A**

**BID PRICE SCHEDULE  
SUMMARY**

**SUPPLY AND DELIVERY OF 1,111 UNITS OF PORTABLE PHOTOVOLTAIC SOLAR HOME SYSTEM  
FOR VARIOUS WATERSHED AREAS IN LUZON AND MINDANAO  
HO-TTE24-003 / PB240716-RA00329**

ITEM NO.	PARTICULARS	TOTAL PRICE
A	Portable Solar Home System	P 13,609,750.00
B	Spare Parts	506,295.00
C	Tools and Appliances	1,754,550.00
D	Other Works/Supply/Services	400,000.00
<b>TOTAL AMOUNT</b>		<b>P 16,270,595.00</b>