

CONTRACT NO. LOG MSSP 2024-05-065-MGF

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING &
COMMISSIONING OF SIBOLO ISLAND SOLAR PV-DIESEL HYBRID
SYSTEM (WITH ESS)
SO-OPD24-009 / PB240326-NA00124

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 Vice President, Power Engineering Services, **ATTY. ROGEL T. TEVES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

EQUATOR ENERGY CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address 4F Equator Building, L4 B888 Bayani Road, AFPOVAI, Fort Bonifacio, Taguig City, Philippines, herein represented by its VP for Admin, **MR. HARLEY STEVEN G. TAN**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 08 March 2024, NPC posted the Invitation to Bid for the Public Bidding of the Design, Supply, Delivery, Installation, Testing & Commissioning of Sibolo Island Solar PV-Diesel Hybrid System (with ESS);

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 02 April 2024;

WHEREAS, SUPPLIER's bid offer was considered as the lowest 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:

Contract between NPC and Equator Energy Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Sibolo Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-05-065-MGF

EQUATOR ENERGY CORPORATION
(SUPPLIER)

HARLEY STEVEN G. TAN
VP for Admin

BY:

DARREN SALAKIAN (DAYA)
(SUPPLIER)

SIGNED IN THE PRESENCE OF:

EDUARDO T. MALLARE
OIC - Project Management Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)

ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

BY:

HARLEY STEVEN G. TAN

VP for Admin

BY:

DARREN DAVAN M. G. BAYAN

(SUPPLIER)

EDUARDO T. MALLARE

OIC - Project Management Dept.

(NPC)

ATTY. ROGER T. TEVES

Vice President, Power Engineering Services

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:

1. Bidding Documents for the Design, Supply, Delivery, Installation, Testing & Commissioning of Sibolo Island Solar PV-Diesel Hybrid System (with ESS) under PR No. SO-OPD24-009 / PB240326-NA00124;
2. Notice of Award dated 15 May 2024;
3. Post Qualification Report dated 26 April 2024;
4. Bid Opening/Evaluation Report dated 04 April 2024;
5. SUPPLIER's bid proposal dated 02 April 2024;
6. Supplemental/Bid Bulletin Nos. 1 & 2 dated 22 & 25 March 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.

ARTICLE II

SCOPE OF WORK

The scope of works shall cover the Design, Supply, Delivery, Installation, Testing & Commissioning of Sibolo Island Solar PV-Diesel Hybrid System (with ESS) and the integration to the existing and planned additional supply of genset(s) (if any) in Sibolo Diesel Power Plant including the necessary 13.8kV tie line and telecommunication system from the solar PV plant.

It is not the intent of this specification to specify all the 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.

All works and materials which are not specifically mentioned herein but are deemed necessary for the safe and reliable operation of the Sibolo Hybrid System shall be performed, identified and furnished by the Supplier at no additional cost to NPC.

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HARLEY STEVEN G. TAN

VP for Admin

BY:

DARREN D. MANABAYAN

(SUPPLIER)

EDUARDO T. MALLARE

OIC - Project Management Dept.

(NPC)

ATTY. ROGEL T. TEVES

Vice President, Power Engineering Services

BY:

HYBRID SYSTEM


a. SOLAR PV PLANT

- Design, supply, delivery, installation, testing and commissioning of Solar PV Plant with a total installed capacity of at least 40kW Solar PV System consisting of solar panels, string inverters with PV/Solar Controller, DC boxes/AC combiner box, control and monitoring system, lighting system, lightning protection and grounding system, structural support, interconnection lines and its appurtenances, metering system, harmonic and surge filter, electro-mechanical equipment and all other necessary components and associated auxiliaries;
- Supply, delivery, installation and testing of 50kVA Solar PV Plant transformer complete with the necessary protections and accessories as well as the construction and testing of the corresponding transformer pad;
- Design, supply, delivery, installation and testing of guard post in reference to the material specifications in the Civil Bid Drawings;
- Supply, delivery, installation and testing of water shortage tank, cistern, hand pump, sump pump, septic tank and other associated structures including water piping system and its accessories;
- Supply, delivery, installation and testing of power, control and instrumentation cables including ground conductors, conduit and other appurtenances required to power and interface the supplied equipment which form part of Solar PV System, Energy Storage System (ESS) and Power & Energy Management System (PEMS);
- Design, supply, delivery, installation and testing of grounding system to be located at Solar PV Plant (SPP), ESS communication system and at the newly installed facility(ies) included in this contract;
- Supply and erection of take-off structure(s) complete with line materials and protection;
- Design, supply, delivery, installation and testing of lighting and power system including perimeter lighting as described in Electrical Works;
- Supply and delivery of all the required and necessary tools and accessories for the safe and reliable operation and maintenance of the Hybrid System and its sub-systems;
- Supply and delivery of all the required spare parts, special tools and appliances including labor and all associated expenses necessary for any repair works in the Solar PV System, ESS and PEMS during the warranty period; and
- Design, supply, construction and installation of concrete anchors/typhoon protection intended for future heavy duty net anchorage.

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HARLEY STEVEN S. PAN
 VP for Admin

BY:


EDUARDO T. MALLARE
 OIC - Project Management Dept.
 (NPC)


DARREN DALANG BAYAN
 (SUPPLIER)


ATTY. ROGEL T. TEVES
 Vice President, Power Engineering Services

BY:

b. ENERGY STORAGE SYSTEM

- Design, supply, delivery, installation, testing and commissioning of Energy Storage System (ESS) with at least 60kW power capacity and at least 60kWh usable energy. The ESS shall consist of battery modules/rack(s), Battery Management System, Power Conversion System with ECS/ESS Controller, control and monitoring system, ESS housing and its corresponding foundation, built-in redundant cooling system, lighting system, grounding provision, system/electrical protection, interconnection lines and its appurtenances, metering system and other associated auxiliaries; and
- Supply, delivery, installation and testing of 75kVA Energy Storage System transformer complete with the necessary protections and accessories as well as the construction and testing of the corresponding transformer pad.

c. POWER AND ENERGY MANAGEMENT SYSTEM

- Design, supply, delivery, installation, testing and commissioning of Power and Energy Management System (PEMS) complete with necessary communication equipment/devices such as transmitters, receivers, transceivers, modems, switches, hubs, routers, adapters, connectors and other necessary auxiliaries for the safe and reliable operation/communication between solar PV System, ESS, existing and planned additional installation of gensets(s);
- Supply, delivery, installation, testing and commissioning of Hybrid Controller in the Diesel Power Plant Control Room, PV/Solar Controller, ECS/ESS Controller and Human Machine Interface (HMI) complete with the necessary adapters and appurtenances which are responsible to interface with the major equipment to perform monitoring and control;
- Supply, delivery, installation, testing and commissioning of at least four (4) units of genset Controllers to be interfaced and integrated with the controllers of the existing gensets. Retrofitting/replacement of existing controllers shall be done whenever deemed necessary;
- Supply, delivery, installation, testing of digital metering system complete with necessary protection and instrument transformer(s) for the Solar PV system and ESS to measure the system energy generation and utilization as shown in the Bid Drawings. The supplied energy meters shall be integrated with the PEMS via Modbus. The Supplier has furnish of 13.8KV kilowatt-hour meter, parallel connected to the existing billing meter, including the instrument transformers shall be determined in the Schedule of Requirements and Bid Drawings; and
- Supply, delivery, installation, testing and commissioning of data communication cables designed to operate and interface all the

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VP for Admin

existing and newly supplied equipment such as controllers, energy meters, gensets, String Inverters, Power Conversion System and other components which are not specifically mentioned into this scope but requires controlling, monitoring and data acquisition. Cable splices and all protective hardware such as splice enclosures and covers, grounding and bonding hardware, etc. shall also be provided, installed, and tested.

d. 13.8kV Tie Line

- Design, supply, delivery, installation, testing of 13.8kV overhead tie line and necessary communication line completer with cables and conduits for interconnection and/or integration of the solar PV system to Sibolo DPP.

SUMMARY OF MAIN EQUIPMENT TO BE SUPPLIED/INSTALLED BY SUPPLIER							
Capacity of Solar PV System (kW)	No. & Capacity of Solar PV Plant Transformer (kVA)	Capacity and Energy of ESS (kW/kWh)	No. & Capacity of ESS Transformer (kVA)	Power, Control & Instrumentation Cables (lot)	13.8kV overhead tie line (lot)	Water Piping System (lot)	Typhoon Protection/ Reinforce (lot)
40	1 x 50; (13.8/0.48kV, 3 ϕ , 60Hz)	60/60	1 x 75; (13.8kV, 3 ϕ , 60Hz)	1	1	1	1

ARTICLE III
PROJECT DURATION AND LOCATION

The contract duration shall be **TWO HUNDRED FIFTEEN (215) CALENDAR DAYS** reckoned from receipt of Notice to Proceed inclusive of twenty (20) unworkable days considered unfavorable for the execution of the works. The equipment shall be delivered, installed, tested, and commissioned at Sibolo Solar PV site and Sibolo DPP. The Supplier shall be responsible for taking reference to its accessibility, means of 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 of the Supplier regarding the existing conditions of the delivery point shall be his responsibility and no additional payment thereof shall be made by NPC.


The Solar PV-Diesel Hybrid System (with ESS) is located in Sibolo Island, Caluya, Antique.

ATTY ROSEL T. TEVES

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EQUATOR ENERGY CORPORATION
(SUPPLIER)


HARLEY STEVEN G. JAN
VP for Admin

BY:


DARREN DAYAN
(SUPPLIER)

SIGNED IN THE PRESENCE OF:


EDUARDO T. MALLARE
OIC - Project Management Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)


ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

BY:

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

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: EIGHTEEN MILLION EIGHT HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED EIGHTY (PHP 18,871,880.00).**

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

All taxes, custom 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.

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

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EQUATOR ENERGY CORPORATION
(SUPPLIER)

HARLEY STEVEN G. JIAN
VP for Admin

BY:

DARREN BALANZAGA (3A7A7A)
(SUPPLIER)

PRESENCE OF:

SIGNED IN THE

EDUARDO T. MALLARE
OIC - Project Management Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)

ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

BY:

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

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

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(SUPPLIER)

HARLEY STEVEN G. TAN
VP for Admin

terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-SUPPLIER 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-SUPPLIER 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-SUPPLIER, 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.

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

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SIGNED IN THE PRESENCE OF:

EDUARDO T. MALLARE
OIC - Project Management Dept.
(NPC)

DARREN DAVANAGAN
(SUPPLIER)

NATIONAL POWER CORPORATION

(NPC)

ATTY. ROSEL T. TEVES
Vice President, Power Engineering Services

BY:

BY:

EQUATOR ENERGY CORPORATION
(SUPPLIER)


HARLEY STEVEN G. TAN
VP for Admin

SIGNED IN THE PRESENCE OF:

BY: 
DARREN DACANAY
(SUPPLIER)


EDUARDO T. MALLARE
OIC - Project Management Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

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 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 SUPPLIER 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 SUPPLIER and/or its representative and/or the erring NPC official(s) and employee(s).

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 to 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 **GUARANTEE**

The SUPPLIER shall guarantee that he will repair, and/or replace, at his own expense, equipment and machineries, against defect in design,

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HARLEY STEVEN G. TAN

VP for Admin

BY:

PARBEN D. DUCAY (SUPPLIER)

EDUARDO T. MALLARE

OIC - Project Management Dept.

(NPC)

ATTY. ROGEL T. TEVES

Vice President, Power Engineering Services

BY:

workmanship and materials and shall include labor, parts and travel time for necessary repairs at the plant site effective from date of issuance of Certificate of Completion for a period of **twelve (12) months**. However, the manufacturer's warranty against defect in design, workmanship and materials for solar panels array and mounting structure shall be **ten (10) years** while the Inverters, Batteries, Supervisory, Communications and Energy Storage System (ESS) shall have a minimum warranty of **five (5) years**.

The Power and Energy Management System (PEMS) shall also have a minimum warranty of **five (5) years** including the hybrid controller, PV/solar controller, ECS/ESS controller and Genset controller. The warranty shall also include the converters, wiring and interfacing of the PEMS.

The Supplier shall provide on-call support for issues beyond the technical capability of NPC personnel as specified in the scope of works. If issues cannot be fixed or solved by telephone support, the Supplier must be able to send to the plant site their appropriate staff within ten (10) calendar days after NPC's notification.

One (1) year Operation and Maintenance (O&M) supervision shall also be provided by the Supplier to ensure compliance to warranty requirements. For a period of one (1) year, the Supplier shall also provide a quarterly diagnostics and monitoring of the supplied equipment/system in all areas during the warranty period at no cost to NPC to perform the following, but not limited to:

- Checking/inspection of the installed equipment;
- Conduct evaluation and assessment of operating parameters;
- Make necessary adjustment/updates on instruments, controls, system configurations and firmware/software;
- Perform/supervise necessary cleaning, repair, trouble shooting, parts replacement; and
- Provide training and/or informative instructions similar to items "a" to "d" to NPC Plant Operation and maintenance personnel. Such training/instruction shall be conducted (hands on) in such a way that NPC Plant O&M Personnel would be able to perform reliably and satisfactorily.

This shall include any maintenance/repair services rendered upon request of NPC in the event of any abnormality occurs within the warranty period. For the minor repairs/replacements/adjustments as determined by the SUPPLIER, plant maintenance personnel who had undergone training conducted by the Supplier may perform the necessary repairs/replacements/adjustments, if authorized by the Supplier through any means of available communications, provided that such repair shall not relieve the Supplier of its obligation under the contract if such repair is not done properly.

The applicable guarantee period shall be exclusive of any downtime attributable to the SUPPLIER. In case of equipment downtime occurs during the warranty period due to fault of the SUPPLIER, the downtime hours shall

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(NPC)

BY:

ATTY. ROGER T. TEVES

Vice President, Power Engineering Services

SIGNED IN THE PRESENCE OF:



EDUARDO T. MALLARE

OIC - Project Management Dept.

(NPC)

BY:



DARBERT DAVAO

(SUPPLIER)

EQUATOR ENERGY CORPORATION

(SUPPLIER)

HARLEY STEVEN G. TAN

VP for Admin

be added to the required warranty period. Hence, the warranty period is extended with the equivalent downtime attributable to the SUPPLIER.

Provided further that the release of the warranty bond/security is without prejudice to the terms provided by Section VI-TS GW-19.0 and shall be done after the warranty period plus downtime attributable to SUPPLIER, if any as certified by the concerned end-user.

Accordingly, the warranty bond shall be extended.

In the event that undue delay is being caused by the Supplier for failing to attend the requested maintenance/repair services within ten (10) calendar days, a penalty shall be charged to the Supplier.

The SUPPLIER guarantees that when the equipment and/or materials are placed in operation and/or use, it will perform in the manner as set forth in the Contract.

ARTICLE XVI **EFFECTIVITY**

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

ARTICLE XVII **VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 10th day of June, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. ROSEL T. TEVES
Vice President, Power Engineering
Services

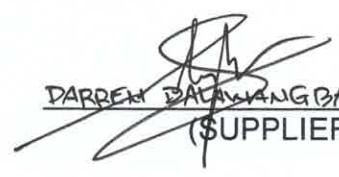
EQUATOR ENERGY CORPORATION
(SUPPLIER)

BY:


HARLEY STEVEN G. TAN
VP to Admin

SIGNED IN THE PRESENCE OF:


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


DARREN BATANG BAYAN
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

Sono 2m

CERTIFIED FUNDS AVAILABLE	
PERIOD	<i>2m</i>
JOB ORDER	<i>Wo# IC000A08</i>
COST CENTER	<i>5002m</i>
AMOUNT	<i>P18,871,880.4</i>

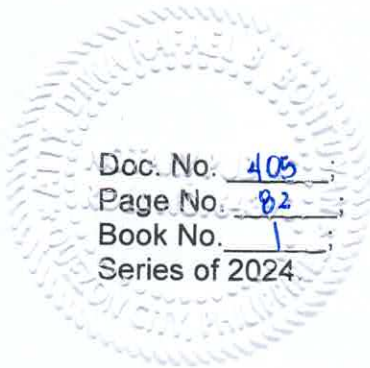
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Contract No. LOG MSSP 2024-05-065-MGF

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of JUN 10 2024 2024, personally appeared **ATTY. ROGEL T. TEVES**, Vice President, Power Engineering Services, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300273, 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.

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



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. 5661366 D; 01/12/2024; Quezon City
MCLE No. VII-0009839; 02/14/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

PASIG CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of JUN 03 2024, personally appeared, **MR. HARLEY STEVEN G. TAN**, Authorized Representative, **EQUATOR ENERGY CORPORATION**, with Identification Document in the form of DRIVER'S LICENSE, issued by LTO OFFICE at SAN JUAN CITY, on 01/03/2022, 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.

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

GAUDENCIO A. BARBOZA JR.

NOTARY PUBLIC
Until Dec. 31, 2024
PTR # A-8123305 Jan. 2, 2024, Taguig City
IBP No. 326534 / 12/11/23 RSM (FOR YR. 2024)
ROLL No. 41969
MCLE COMP. NO. VII No. 0028557
APRIL 19, 2023
APP. No. 61 (2023- 2024)

Doc. No.: 284
Page No.: 58
Book No.: 29
Series of 2024.

Contract between NPC and Equator Energy Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Sibolo Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-05-065-MGF