

CONTRACT NO. LOG MSSP 2024-06-079-DVA

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF MARIPIPI ISLAND SOLAR PV-DIESEL HYBRID SYSTEM (WITH ESS)  
SO-OPD23-008 / PB230822-CM (PB3)

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 -

**JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES AND NAMKOO POWER SOLAR PANEL TRADING**, a joint venture duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Davao St., Aluba Subdivision, Macasandig, Cagayan de Oro City, Philippines herein represented by its Authorized Representative, **MR. JULIUS VINCENT R. CATANIAG**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**;

WITNESSETH : That –

WHEREAS, on 12 March 2024, NPC posted the Invitation to Bid for the 3<sup>rd</sup> Public Bidding for the Design, Supply, Delivery, Installation, Testing and Commissioning of Maripipi Island Solar PV-Diesel Hybrid System (with ESS);

WHEREAS, out of three (3) prospective bidders who secured the bidding documents, only two (2) prospective bidders participated in the bidding conducted on 11 April 2024;

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:

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Maripipi Island Solar PV-Diesel Hybrid System (with ESS)  
Contract No. LOG MSSP 2024-06-079-DVA

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES AND NAMKOO POWER SOLAR PANEL TRADING (SUPPLIER)

BY:   
JULIUS VINCENT R. CATANIAG  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
CRISANTO V. HILARIO  
(SUPPLIER)

  
CRISANTO V. HILARIO  
Vice President, Admin & Finance (NPC)

NATIONAL POWER CORPORATION (NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

BY: JULIUS VINCENT R. CATANIAG Authorized Representative

CRISTINA (SUPPLIER)

CRISANTO V. HILARIO Vice President, Admin & Finance (NPC)

FERNANDO MARTIN Y. ROXAS President and CEO

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 Design, Supply, Delivery, Installation, Testing and Commissioning of Maripipi Island Solar PV-Diesel Hybrid System (with ESS);
2. Supplemental / Bid Bulletin Nos. 1 & 2 dated 22 March 2024 & 26 March 2024;
3. Notice of Award dated 06 June 2024;
4. Post Qualification Report dated 09 May 2024;
5. Bid Opening/Evaluation Report dated 12 April 2024;
6. SUPPLIER's bid proposal dated 09 April 2024;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the documents with the latest date shall prevail.

ARTICLE II SCOPE OF WORK

The scope of works shall cover the Design, Supply, Delivery, Installation, Testing and Commissioning of Solar PV-Diesel Hybrid (with ESS) and the integration to the existing and planned additional supply of genset(s) (if any) in Maripipi 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 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 works under this Contract shall generally consist of provisions stipulated hereunder.

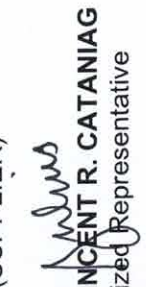
All works and materials which are not specifically mentioned herein but are deemed necessary for the safe and reliable operation of the Maripipi Hybrid System shall be performed, identified and furnished by the SUPPLIER at no additional cost to NPC.

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

  
**CRISANTO V. HILARIO**  
Vice President, Admin & Finance  
(NPC)

  
**CRISANTO C. SPINA**  
(SUPPLIER)

BY:   
**JULIUS VINCENT R. CATANIAG**  
Authorized Representative  
(SUPPLIER)

### Hybrid System

#### 1. Solar PV Plant

- a. Design, supply, delivery, installation, testing and commissioning of Solar PV Plant with a total installed capacity of at least 150kW 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 & surge filter, electro-mechanical equipment and all other necessary components and associated auxiliaries;
- b. Supply, delivery, installation and testing of 225kVA Solar PV Plant transformer complete with the necessary protections and accessories as well as the construction and testing of the corresponding transformer pad;
- c. Design, supply, delivery and installation of guard post in reference to the material specification requirements in the Civil Bid Drawings;
- d. Design, supply, delivery, installation and testing of water storage tank, cistern, hand pump, sump pump, septic tank, reinforced concrete canal and other associated structures including water piping system and its accessories;
- e. 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 the Solar PV System, Energy Storage System (ESS) and Power and Energy Management System (PEMS);
- f. 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;
- g. Supply and erection of take-off structure(s) complete with line materials and protection;
- h. Design, supply, delivery, installation and testing of lighting and power system including perimeter lighting as described in Electrical Works;
- i. Supply and delivery of all the required and necessary tools and accessories for the safe and reliable operation and maintenance of

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Design, Supply, Delivery, Installation, Testing and Commissioning of Maripipi Island Solar PV-Diesel  
Hybrid System (with ESS)  
Contract No. LOG MSSP 2024-06-079-DVA



BY: JULIUS VINCENT R. CATANIAG Authorized Representative

BY: CRACK C. PINA (SUPPLIER)

BY: CRISANTO V. HILARIO Vice President, Admin & Finance (NPC)

BY: FERNANDO MARTIN Y. ROXAS President and CEO

site. The equipment shall be delivered, installed, tested and commissioned at Maripipi Solar PV Site and Maripipi 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 its responsibility and no additional payment thereof shall be made by NPC.

The Solar PV-Diesel Hybrid System (with ESS) is located at Brgy. Casibang, Maripipi Island, Biliran.

ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS: THIRTY EIGHT MILLION FIFTY SIX THOUSAND FIVE HUNDRED THREE PESOS AND 17/100 PESOS (PHP 38,056,503.17) ONLY.

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

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BY: JULIUS VINCENT R. CATANIAG  
Authorized Representative

BY: CAROL C. SPINA  
(SUPPLIER)

CRISANTO V. HILARIO  
Vice President, Admin & Finance (NPC)

FERNANDO MARTIN Y. ROXAS  
President and CEO

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 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 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 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 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.

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Contract No. LOG MSSP 2024-06-079-DVA

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BY: JULIUS VINCENT R. CATANIAG  
Authorized Representative

\_\_\_\_\_  
CARLOS C. TORINA  
(SUPPLIER)

\_\_\_\_\_  
CRISANTO V. HILARIO  
Vice President, Admin & Finance  
(NPC)

\_\_\_\_\_  
FERNANDO MARTIN Y. ROXAS  
President and CEO

**ARTICLE VII  
LIQUIDATED DAMAGES**

Should SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), 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-SUPPLIER shall comply and conform with the 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

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Contract No. LOG MSSP 2024-06-079-DVA

C

BY:

  
CRISANTO V. HILARIO  
Vice President, Admin & Finance (NPC)

  
FERNANDO MARTIN ROXAS  
President and CEO

  
JULIUS VINCENT R. CATANIAG  
Authorized Representative

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 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 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; it shall disclose the name of

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Contract No. LOG MSSP 2024-06-079-DVA

BY: JULIUS VINCENT R. CATANIAG Authorized Representative

GRACE S. PINA (SUPPLIER)

CRISANTO V. HILARIO Vice President, Admin & Finance (NPC)

FERNANDO MARTIN Y. ROXAS President and CEO

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 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 receipt of the Notice to Proceed.

ARTICLE XVI VENUE OF ACTION

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

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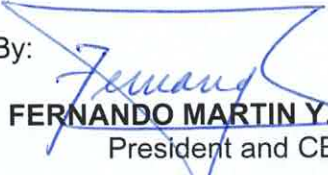


IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of JULY, 2024 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**JV OF MLS JC CONSTRUCTION SERVICES AND NAMKOO POWER SOLAR PANEL TRADING**  
(SUPPLIER)

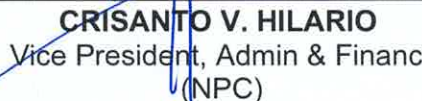
By:


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

By:

  
**JULIUS VINCENT R. CATANIAG**  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
**CRISANTO V. HILARIO**  
Vice President, Admin & Finance  
(NPC)

  
**GRACE C. EDINA**  
(SUPPLIER)

FUNDS AVAILABLE

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

SANO 2018

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	WO # 1810A05
LOST CENTER	5802m
AMOUNT	₱ 3K, 056, 583.17

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REPUBLIC OF THE PHILIPPINES)  
) S.S.

QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of JUL 04 2024, 2024, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Identification Document 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 thirteen (13) 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.: \_\_\_\_\_



*[Handwritten Signature]*  
**ATTY. RODOLFO M. DE GUZMAN, J.**  
Notary Public for Quezon City  
Commission No. NP-339(2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 44291  
IBP No. 307797; 01/31/2023; Tarlac  
PTR No. 5661363; 01/12/2024; Quezon City  
MCLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor Gabriel Y. Itchon Building  
Senator Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City


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REPUBLIC OF THE PHILIPPINES)  
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of JUN 25 2024, 2024, personally appeared **MR. JULIUS VINCENT R. CATANIAG**, Authorized Representative, **JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES AND CLEAN N GREEN ENERGY SOLUTIONS, INC.**, Identification Document in the form of Government ID No. 102-00-091344, issued at EXPIRY, on 2022/12/30, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) 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  
**WALDO G. BERONDS**  
Until December 31, 2024  
NOTARIAL SEAL NO. 2022-08  
ISP Lifetime No.: \_\_\_\_\_  
PTR NO.: PTR No. 1-03-2024-000  
ISP Lifetime No. 430  
MCLE NO. VII-0500652 VALID UNTIL 4-14-2025  
ROLL NO. 26895 ISSUED ON APRIL 20-1977  
CAGAYAN DE ORO CITY

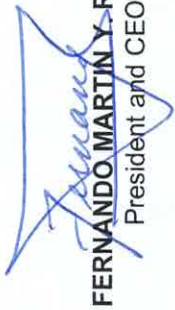
Doc. No. 267 ;  
Page No. 32 ;  
Book No. 4 ;  
Series of 2024.

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NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTIN Y ROXAS**  
President and CEO

SIGNED IN THE PRESENCE OF:

  
**CRISANTO V. HILARIO**  
Vice President, Admin & Finance  
(NPC)

  
**CRISANTO V. HILARIO**  
(SUPPLIER)

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES  
AND NAMKOO POWER SOLAR PANEL TRADING  
(SUPPLIER)

BY:

  
**JULIUS VINCENT R. CATANIAG**  
Authorized Representative  
**ANNEX A**

### SCHEDULE OF REQUIREMENTS

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF MARIPII ISLAND SOLAR PV-DIESEL HYBRID SYSTEM (WITH ESS)  
SO-OPD23-008 / PB230822-CM (PB3)

ITEM NO.	DESCRIPTION	TOTAL AMOUNT IN FIGURES		TOTAL PRICE
		FOREIGN CURRENCY	PHIL. PESO	PHIL. PESO
A	Architectural Works	-	123,998.00	123,998.00
B	Civil Works	-	7,674,072.00	7,674,072.00
C	Electrical Works	282,806.26	13,521,452.95	29,515,278.17
D	Mechanical Works	-	517,055.00	517,055.00
E	Other Works/Supply/Services	-	226,100.00	226,100.00
		<b>TOTAL</b>		<b>38,056,503.17</b>
		<b>TOTAL AS PER BAC RECOMMENDATION</b>		<b>₱38,056,503.17</b>

