

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

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

CONTRACT NO. LOG MSSP 2024-06-077-DVA

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF BATBATAN ISLAND SOLAR PV-DIESEL HYBRID
SYSTEM (WITH ESS)**

SO-OPD24-010 / PB240402-NA00126

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 09 March 2024, NPC posted the Invitation to Bid for the Public Bidding of the Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan 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 on the aforementioned undertaking;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA

BY: 
JULIUS VINCENT R. CATANIAG
Authorized Representative


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

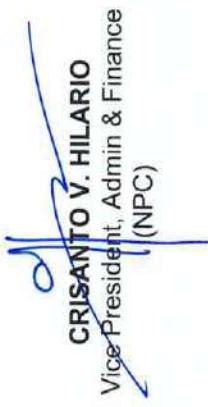

CRISANTO V. HILARIO
Vice President, Admin & Finance (NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO



BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


(SUPPLIER)

BY:

JULIUS VINCENT R. CATANIAG
Authorized Representative

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 Batbatan Island Solar PV-Diesel Hybrid System (with ESS);
2. Supplemental / Bid Bulletin Nos. 1, 2, & 3 dated 22 March 2024, 25 March 2024, & 26 March 2024, respectively;
3. Notice of Award dated 04 June 2024;
4. Post Qualification Report dated 06 May 2024;
5. Bid Opening/Evaluation Report dated 04 April 2024;
6. SUPPLIER's bid proposal dated 01 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 Batbatan 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.

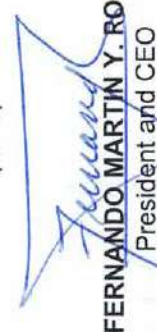
The SUPPLIER's scope of works under this Contract shall generally consist of provisions stipulated hereunder.

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


Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA


BY:

(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


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


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 at least 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. Construction of guard post in reference to the material specification requirements in the Civil Bid Drawings;
- d. Construction, installation and testing of water storage tank, cistern, hand pump, sump pump, septic tank 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 the Hybrid System and its sub-systems;

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA



BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


GEORGE C. BENINA
(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

- j. 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
- k. Design, supply, construction and installation of concrete anchors/typhoon protection intended for future heavy duty net anchorage.

2. Energy Storage System


- a. Design, supply, delivery, installation, testing and commissioning of Energy Storage System (ESS) with at least 120kW power capacity and at least 120kWh 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
- b. Supply, delivery, installation and testing of 150kVA Energy Storage System transformer complete with the necessary protections and accessories as well as the construction and testing of the corresponding transformer pad.

3. Power and Energy Management System

- a. 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 genset(s);
- b. 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;
- c. 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;

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA

DC

BY: 
JULIUS VINCENT R. CATANIAG
Authorized Representative


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


FERNANDO MARTIN Y. ROXAS
President and CEO

- d. Supply, delivery, installation and 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. Furnish of 13.8kV kilowatt-hour meter, including the instrument transformers shall be determined in the Schedule of Requirements; and
- e. Supply, delivery, installation, testing and commissioning of data communication cables designed to operate and interface all the 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.

4. 13.8 kV Tie Line

- a. Design, supply, delivery, installation and testing of 13.8kV overhead tie line and necessary communication line complete with cables and conduits for the interconnection and/or integration of the solar PV system to Batbatan 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 over-head tie line (Lot)	Water Piping System (Lot)	Typhoon Protection/Reinforce (Lot)
150	1 x 225; 13.8/0.48 kV, 3Ø, 60Hz	120/120	1 x 150; 13.8kV, 3Ø, 60Hz	1	1	1	1

**ARTICLE III
PROJECT DURATION AND LOCATION**


The SUPPLIER shall complete the works within **TWO HUNDRED FIFTEEN (215) CALENDAR DAYS** which shall become effective from receipt of the Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at the site. The equipment shall be delivered, installed, tested and commissioned at Batbatan Solar PV Site and Batbatan 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.

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA



BY: JULIUS VINCENT R. CATANIAG
Authorized Representative

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

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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 Sitio Sanglay, Brgy. Batbatan, Batbatan Island, Culasi, Antique.

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: FORTY ONE MILLION SEVEN HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SEVEN PESOS (PHP 41,761,437.00) 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.

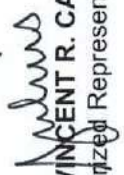
ARTICLE V
PERFORMANCE SECURITY

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 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

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA

BY: 
JULIUS VINCENT R. CATANIAG
Authorized Representative


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


FERNANDO MARTIN Y. ROXAS
President and CEO

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 II-GCC, Clause 17 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.

**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

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA

2

BY:


FERNANDO MARTIN ROXAS
President and CEO


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

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

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-CONTRACT

The SUPPLIER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-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,

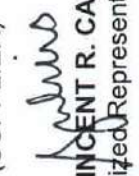


BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


CRISANTO V. HILARIO
(SUPPLIER)

BY:

JULIUS VINCENT R. CATANIAG
Authorized Representative

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 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).

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA

A

BY: JULIUS VINCENT R. CATANIAG
Authorized Representative


(SUPPLIER)

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


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 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
EFFECTIVITY**

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

**ARTICLE XVI
VENUE OF ACTION**

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

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA




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

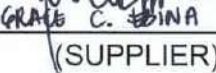
By:


JULIUS VINCENT R. CATANIAG
Authorized Representative

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO

Vice President, Admin & Finance
(NPC)


GRACE C. BINA
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO

Sr. Department Manager, Finance

587W 2024

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	WO# JG00A07
COST CENTER	587W
AMOUNT	₱41,761,733.20

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA

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.: _____

ATTY. RODEL M. DE GUZMAN, JR.
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

Contract between NPC and JV of MLS JC Construction Services & Namkoo Power Solar Panel Trading Design, Supply, Delivery, Installation, Testing and Commissioning of Batbatan Island Solar PV-Diesel Hybrid System (with ESS)
Contract No. LOG MSSP 2024-06-077-DVA


2

NATIONAL POWER CORPORATION
(NPC)

BY:

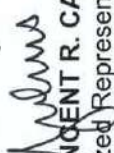

FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


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


(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

(SUPPLIER)

ANNEX A

SCHEDULE OF REQUIREMENTS

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF BATBATAN ISLAND SOLAR PV-DIESEL HYBRID SYSTEM (WITH ESS)

SO-OPD24-010 / PB240402-NA00126

ITEM NO.	DESCRIPTION	TOTAL AMOUNT IN FIGURES		TOTAL PRICE	
		FOREIGN CURRENCY	PHIL. PESO	PHIL. PESO	PHIL. PESO
A	Architectural Works	-	154,700.00	154,700.00	154,700.00
B	Civil Works	-	5,934,530.00	5,934,530.00	5,934,530.00
C	Electrical Works	395,833.27	22,238,704.78	12,390,485.00	34,629,189.78
D	Mechanical Works	-	-	668,542.00	668,542.00
E	Other Works/Supply/Services	-	-	383,180.00	383,180.00
			TOTAL	41,770,141.78	41,770,141.78
			TOTAL AS PER BAC RECOMMENDATION		₱41,761,437.00

2