


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin &
Finance


MELVIN R. ZABALA
(SUPPLIER)


MELVIN R. ZABALA
Sales Manager

CONTRACT NO. LOG MSSP 2023-08-066-MGF

SUPPLY AND DELIVERY OF 1,358 UNITS OF PHOTOVOLTAIC SOLAR HOME SYSTEM FOR VARIOUS AREAS OF LUZON AND VISAYAS UNDER PV MAINSTREAMING

SO-OPD23-006 / PB230605-CM00126

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

TRADEMASTER RESOURCES CORPORATION a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Lot E Impex Compound, Alabang Zapote Road, Las Piñas City, Philippines herein represented by its Sales Manager, **MR. MELVIN R. ZABALA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 16 May 2023, NPC posted the Invitation to Bid for the Public Bidding of the Supply and Delivery of 1,358 Units of Photovoltaic Solar Home System for Various Areas of Luzon and Visayas under PV Mainstreaming;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 05 June 2023;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

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

1. Bid Documents for the Supply and Delivery of 1,358 Units of Photovoltaic Solar Home System for Various Areas of Luzon and Visayas under PV Mainstreaming - PR No. SO-OPD23-006;
2. Notice of Award dated 14 August 2023;
3. Post-qualification Report dated 07 July 2023;
4. Bid Opening Report dated 05 June 2023;
5. SUPPLIER's bid proposal dated 05 June 2023;
6. Notice to Proceed; and
7. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

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

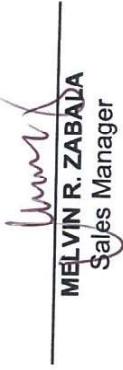
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(SUPPLIER)


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ARTICLE II
SCOPE OF WORKS

The scope of works shall cover the Supply and Delivery of standalone prepaid modular Solar Home System units with Lithium-based batteries, vending machines and its auxiliaries, warranties of equipment, provision of spares and all tools necessary for installation, repairs, operation and maintenance, training of NPC-SPUG and/or PMD personnel and/or other assigned personnel by NPC for all areas stated under GW-2.0.

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 Contract shall generally consist of but not limited to the following:

- a) Factory testing and delivery of SHS units, and its components including led lamps, etc., necessary appurtenances, tools, spare parts and associated auxiliaries;
- b) Factory testing and delivery of Vending Machines and its components, necessary appurtenances, tools, spare parts and associated auxiliaries;
- c) Delivery of materials and supplies, tools and equipment necessary for the installation of SHS including PV mounting pipe shall be supplied by the SUPPLIER and as specified herein;
- d) Conduct training and/or training supervision for operation and maintenance of SHS units, vending machines, data base and all of the appurtenances/accessories within a given warranty period;
- e) Provide a cloud-based central database for storing of all information regarding the system's operation;
- f) Delivery of spares, replacement parts and tools to designated storage houses identified by NPC.

Solar Home System

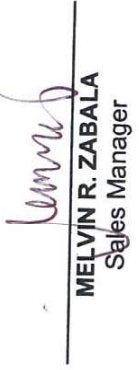
- Scope of work shall cover the test, supply and delivery of one thousand three-hundred fifty-eight (1,358) sets of SHS complete with its components and appurtenances. The number of sets/units per area is given under GW2.0 Delivery Points;
- The SUPPLIER shall test, supply and deliver handheld terminals for vending machines, its management system, prepayment controllers and its appurtenances. One (1) vending machine shall be supplied for every 50 SHS units per location. The vending machines shall provide Solar as a Service (SaaS) credit to ensure reliable operation of the system;

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Finance


CARLO JUAN AQUINO
(SUPPLIER)


MELVIN R. ZABALA
Sales Manager

- The SUPPLIER shall test, supply and deliver the lithium ion batteries for energy storage with a minimum storage capacity of 24Ah. 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 SHS;
- The battery 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 SHS;
- The SUPPLIER shall supply and deliver all cables, wire and switches needed for wiring including safety components such as clamps, cable ties, etc. to ensure safe and reliable operation of the system;
- The SUPPLIER shall pack and deliver the system strictly as per set. However, the solar panel and the mounting pole and its accessories can be in a separate packaging to allow easy handling and distribution. A complete SHS set can have a maximum of three boxes/packages only. One box for the battery enclosure, one box for the solar panel and its cables and one box for the mounting poles/structure.

Anything not mentioned in the technical specifications, but which are necessary to make complete installation and to meet optimum and reliable operation shall be included in the scope of works at no additional cost to NPC.

ARTICLE III
PROJECT DURATION AND LOCATION

The Contract duration shall be **one hundred twenty (120) calendar days** reckoned from receipt of Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of the works at site.

The SUPPLIER shall deliver the specified units of SHS including spares and tools at the specified storage facilities. The quantity of SHS units to be delivered per area is also indicated in the table below:

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(SUPPLIER)


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Project Area	No. of HH/Units	Delivery Point
PALAWAN		
Minapla	162	NAPOCOR Stockyard Napocor Rd., Brgy. San Manuel, Puerto Princesa City, Palawan
Rabor	96	
Pandanán	244	
Malitub	184	
Alcoba	123	
	809	
EASTERN SAMAR		
Victory Is., Guiuan	127	Eastern Samar Satellite Office ID's Space Rental, Brgy. Poblacion Ward 12, Guiuan, Eastern Samar
	127	
LEYTE		
Himokilan	132	Napocor Satellite Office, Room 303 Virsco Bldg., Rosales Blvd., Calbayog City, Samar
Apid	126	
	258	
BOHOL		
Butan	108	Bohol Mini Grid Office, Poblacion, Cortes, Bohol
Tilmobo	56	
	164	
Total	1,358	

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS THIRTY SIX MILLION FIVE HUNDRED EIGHTY THOUSAND PESOS (PHP 36,580,000.00) ONLY.**

The Total Contract Price specified above shall be paid in accordance with the provisions of Section IV-GCC, Clause 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, Cashier's/Manager's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank; or Irrevocable Letter of Credit

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MELVIN R. ZABALA
Sales Manager

issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price.

- b. Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total Contract Price; The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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 obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.


In case of surety bond, any extension of the contract time granted to the SUPPLIER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI
WARRANTY/GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for twelve (12) months after the final acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the SUPPLIER's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the

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BY:


MELVIN R. ZABALA
Sales Manager

conditions imposed under the contract have been fully met.

**ARTICLE VII
LIQUIDATED DAMAGES**

Should SUPPLIER fail to satisfactorily deliver any or all the GOODS and/or perform the services within the period specified in this Contract inclusive of duly granted time extensions, if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one tenth (1/10) of one percent (1%) of the contract cost of the delay/unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the NPC may rescind the contract without prejudice to other course of action and remedies open to it.

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

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

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

**ARTICLE IX
AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

**ARTICLE X
SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any

SIGNED IN THE PRESENCE OF:


(SUPPLIER)

ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
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BY:


MELVIN R. ZABALA
(Sales Manager)


(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

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 contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XII
WARRANTY CLAUSE**

SUPPLIER hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission of cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act)

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CARLOS REYES SAMSON
(SUPPLIER)


MELVIN R. ZABALA
Sales Manager

and/or other applicable laws against the SUPPLIER and/or his 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
GUARANTEE

The Supplier shall guarantee that he will repair, and/or replace, at his own expense, **equipment and machineries, against defect in design, 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**. Within this Parts Warranty, the Supplier shall assist NPC through every means possible to ensure the replacement of faulty parts (covered by the Warranty) within **three (3) business days**. However, for the vending machines and its management system and the data base, the Supplier shall be able to respond to NPC's queries and provide solution within **twenty-four (24) hours**.

The Warranty Period is an additional requirement to the standard Component Warranties.

The Warranty Period shall commence on the day of Acceptance of the completion of the Project received by the SUPPLIER from NPC.

The SUPPLIER shall bear full transportation costs of faulty equipment and replacements of such parts being claimed under the Warranty for the entire duration on the Warranty Period.

The SUPPLIER shall be the focal point for the life of the Warranties and all claims shall be undertaken through the SUPPLIER for replacements, components and accessories.

The SUPPLIER shall provide on-call support for issues beyond the technical capability of NPC 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 project site their appropriate staff within seventy-two (72) hours after NPC has notified the SUPPLIER. The SUPPLIER shall also identify and submit the name(s) and contact numbers of their local partner(s) in where NPC could acquire part(s) of the system.

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, CBTs and/or NPC 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

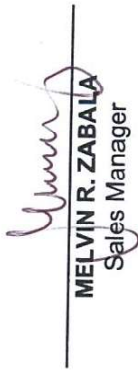
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(SUPPLIER)


MELVIN R. ZABALA
Sales Manager

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 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 GW-18.0 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.

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

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.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 18th day of September, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

TRADEMASTER RESOURCES CORPORATION
(SUPPLIER)


BY:

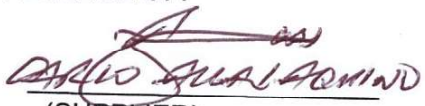

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


MELVIN R. ZABALA
Sales Manager

SIGNED IN THE PRESENCE OF:


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


DANILO AGUILAR AQUINO
(SUPPLIER)

FUNDS AVAILABLE


LORKINA E. BOMEDIANO
Sr. Department Manager, Finance

Sano

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: WOP# 1500202
COST CENTER	: 180700
AMOUNT	: ₱ 26,580,000.00

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 18 2023, 2023, 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 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, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 239 ;
Page No. 49 ;
Book No. 2 ;
Series of 2023.

ATTY. RODOLFO 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. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

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LAS PIÑAS

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 06 2023, 2023, personally appeared **MR. MELVIN R. ZABALA**, Sales Manager, **TRADEMASTER RESOURCES CORPORATION** with Identification Document in the form of PASSPORT # P2311010B, issued by DFA at MANILA, on 25 JUNE 2019, 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 she acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

SEP 06 2023

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 60
Page No.: 13
Book No.: 41
Series of 2023.

[Signature]
ATTY. ESTER T. VILLARIN
Notary Public
Appointment No. LP 22-044
Until December 31, 2024
ROLL NO. 31643
PTR NO 12491083J - 01/10/23 - Las Piñas
IBP NO. 17322- 01/10/22
MCLE EXEMPTED NO. VII-JMETC002276

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