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**CONTRACT NO. LOG MSSP 2021-01-005-ZCT**

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 40KW ON-GRID SOLAR PV SYSTEM WITH NET METERING PROGRAM IN SPUG-MINDANAO COMPLEX, MINTAL, DAVAO CITY**  
**S3-MMT20-008/PB201005-JC (PB2)**

**EEI POWER CORPORATION (SUPPLIER)**

BY:

*[Signature]*  
**EFREN C. JUNGGOY, JR.**  
Assistant VP, Vis-Min Operation

**PRESENT OF:**

*[Signature]*

**ANESTYL H. BASTALLA**  
(SUPPLIER)  
POWER SOLUTIONS ENGINEER  
EEI POWER CORPORATION

**SIGNED IN THE**

*[Signature]*

**YACOB H. DARAYAN**  
Manager, SPUG-MOD  
(NPC)

**NATIONAL POWER CORPORATION (NPC)**

BY:

*[Signature]*  
**ATTY. ROGEL T. TEVES**  
VP-Small Power Utilities Group

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

- and -

**EEI POWER CORPORATION** a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 12 Mangahan Street, Bagumbayan, Quezon City, Philippines, herein represented by its Assistant Vice-President, Vis-Min Operation, **MR. EFREN C. JUNGGOY, JR.**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

**WITNESSETH: That -**

WHEREAS, on 30 October 2020, NPC posted the Invitation to Bid for the Public Bidding for the Design, Supply, Delivery, Installation, Testing and Commissioning of 40kW On-Grid Solar PV System with Net Metering Program of SPUG-Mindanao Complex, Mintal, Davao City.

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 20 November 2020 on the aforesaid undertaking;

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

WHEREAS, NPC accepted the said bid offer of the **SUPPLIER**;


Contract between NPC and EEI Power Corporation  
Design, Supply, Delivery, Installation, Testing and Commissioning of 40kW On-Grid Solar PV System with Net Metering Program of SPUG-Mindanao Complex, Mintal, Davao City under PR No. S3-MMT20-008/Ref. No. PB201005-JC (PB2)

EEI POWER CORPORATION  
(SUPPLIER)


BY:

  
EFREN C. JUNGOY, JR.  
Assistant VP, Vis-Min. Operation

SIGNED IN THE PRESENCE OF:

  
AMESTIL N. DARULA  
(SUPPLIER)  
POWER SOLUTIONS ENGINEER  
EEI POWER CORPORATION

SIGNED IN THE PRESENCE OF:

  
YACOB H. DARAYAN  
Manager, SPUG-MOD  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ANY. ROGEL T. TEVES  
VP-Smart Power Utilities Group

NOW, THEREFORE, in view of the foregoing premises 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 Design, Supply, Delivery, Installation, Testing and Commissioning of 40kW On-Grid Solar PV System with Net Metering Program of SPUG-Mindanao Complex, Mintal, Davao City;
2. All drawings, work program and bidding forms including all the documents now existing on file and/or to be made and agreed upon by the parties during the contract period relative to the works;
3. Supplemental/Bid Bulletin No. 1 dated 06 November 2020;
4. Bid Opening Report dated 25 November 2020;
5. Post Qualification Report dated 13 January 2021;
6. SUPPLIER's bid proposal dated 13 November 2020 as reflected in ANNEX "A";
7. Notice of Award dated 28 January 2021;
8. Notice to Proceed; and
9. The Performance Security to be filed by the 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 former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

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

SUPPLIER shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully

Contract between NPC and EEI Power Corporation  
Design, Supply, Delivery, Installation, Testing and Commissioning of 40kW On-Grid Solar PV System with Net Metering Program of SPUG-Mindanao Complex, Mintal, Davao City under PR No. S3-MMT20-008/Ref. No. PB2(1005-JC (PB2))

NATIONAL POWER CORPORATION  
(NPC)

SIGNED IN THE PRESENCE OF:

EEL POWER CORPORATION  
(SUPPLIER)

BY:

ATTY. ROGEL T. TEVES  
VP- Small Power Utilities Group

MARCOS H. DARAYAN  
Manager/SPUG-MOD  
(NPC)

AMESIL H. DATALA  
(SUPPLIER)  
POWER SOLUTIONS ENGINEER  
EEL Power Corporation

BY:  
EFREN C. JUNGCO, JR.  
Assistant VP, Vis-Min. Operation

furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Bidding Documents and Technical Specifications) for the Design, Supply, Delivery, Installation, Testing and Commissioning of 40kW On-Grid Solar PV System with Net Metering Program of SPUG-Mindanao Complex, Mintal, Davao City. The items of work, materials, equipment and/or services mentioned above and listed in the itemized list hereto attached and made an integral part hereof as ANNEX "A", Shall be collectively referred to as "WORK".

**ARTICLE III  
COMMENCEMENT AND COMPLETION PERIOD**

SUPPLIER shall complete all the works within **sixty (60) calendar days** from the date of contract effectivity as specified in the Notice to Proceed.

**ARTICLE IV  
PAYMENTS**

For and in consideration of the WORK to be undertaken by the SUPPLIER as specified in the preceding Article II hereof, NPC shall pay the SUPPLIER in Philippine Currency in accordance with the Contract Documents, the unit and lump sum prices set forth in Annex "A" hereof in the amount of **PHILIPPINE PESOS: THREE MILLION NINE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED NINETY FIVE PESOS (PHP 3,998,895.00)**.

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the SUPPLIER.

**ARTICLE V  
PERFORMANCE SECURITY**

To guarantee the faithful performance of its obligations under the Contract, SUPPLIER shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security in favor of NPC in an amount equivalent to five percent (5%) of the total contract price in the form of cash, or cashier's/manager's check or 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, or in an amount equal to thirty percent (30%) of the total contract price, in the form of surety bond callable upon demand and penal in nature issued by a surety or insurance company duly certified by the Insurance Commission


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NATIONAL POWER CORPORATION  
(NPC)

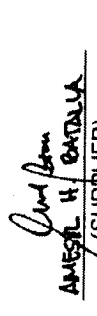
BY:

ATTY. ROGER T. TEVES  
VP-Small Power Utilities Group

SIGNED IN THE

  
YARCQB H. DARAYAN  
Manager, SPUG-MOD  
(NPC)

PRESENCE OF:

  
ANGEL H. BATALA  
(SUPPLIER)  
POWER SOLUTIONS ENGINEER  
EEI Power Corporation

EEI POWER CORPORATION  
(SUPPLIER)

BY:

  
EFREN C. JUNGOT, JR.  
Assistant VP, Vis-Min Operation

as authorized to issue such security or submission of Performance Securing Declaration. Performance Security must be acceptable to 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 project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

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 the 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.

The performance security shall be discharged by NPC and return to the SUPPLIER only after the required warranty security/guarantee bond shall have been posted by the SUPPLIER.

**ARTICLE VI  
GUARANTEE BOND**

To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC-CLAUSE 17 of the Bid Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER 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 conditions imposed under the contract have been fully met.

**ARTICLE VII  
LIQUIDATED DAMAGES**

Should SUPPLIER fails to satisfactorily deliver any or all of Goods and/or to perform the Services within the period(s) specified in this

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EEL POWER CORPORATION  
(SUPPLIER)

BY:


  
EFREN C. JUNGO, JR.  
Assistant VP, Vis-Min Operation


PRESENT OF:


SIGNED IN THE

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ATTY. ROGELT T. TEVES  
VP-Small Power Utilities Group

  
AMESH H. BATALA  
(SUPPLIER)  
POWER SOLUTIONS ENGINEER  
EEL POWER CORPORATION

  
YAMBOSHI DARAYAN  
Manager SPUG-MOD  
(NPC)

Contract inclusive of duly granted time extensions if any, The Procuring Entity 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 the 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  
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 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; 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 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 his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE IX  
JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER and/or any and all of the entities representing it in 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 X  
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.

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**ARTICLE X**  
**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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 16<sup>th</sup> day of MARCH, 2021 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION**  
(NPC)

BY:


  
**ATTY. ROGEL T. TEVES**  
Vice-President, SPUG

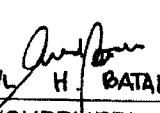
**EEl POWER CORPORATION**  
(SUPPLIER)

BY:


  
**EFREN C. JUNGOPY, JR.**  
Assistant VP, Vis-Min Operation

SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
VP, Admin & Finance  
(NPC)

  
**AMEYL H. BATALLA**  
(SUPPLIER)  
POWER SOLUTION ENGINEER  
EEI POWER CORPORATION

FUNDS AVAILABLE

  
**ALEXANDER P. JAPON**  
VP-Admin and Finance

Non-ong (m)

2021  
W08 E785A24  
2684016  
P 3,998,895.00

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No. S3-MMT20-008/Ref. No. PB2C1005-JC (PB2)

LOG-AFG-007.F01  
Rev. No. 0  
Sheet 6 of 8

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this          day MAR 16 2021, 2021, personally appeared **ATTY. ROGEL T. TEVES**, Vice-President, SPUG, 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 eight (8) 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.

  
ATTY. BIENVENIDO L. MABULAC II

Notary Public for Quezon City  
Commission No. 107-32472619 - 2020  
Commission extended until December 31 2021 to  
Supreme Court of the Philippines No. dated  
December 17 2020 issued in relation to S.J. No. 3-4  
Roll of Attorneys No. 4522  
PTR No. 05993260; 01/05/2021; Quezon City  
IBP OR No. 122662; 01/05/2021; CALMANA Chapter  
MCLE Compliance No. 1940916065; 12/07/2018  
4th Floor, NPC Office Building, NPC Compound,  
corner Quezon Avenue, Diliman, Quezon City

Doc. No. 524 ;  
Page No. 106 ;  
Book No. 9 ;  
Series of 2021.

Contract between NPC and EEI Power Corporation  
Design, Supply, Delivery, Installation, Testing and Commissioning of 40kW On-Grid Solar PV  
System with Net Metering Program of SPUG-Mindanao Complex, Mintal, Davao City under PR  
No. S3-MMT20-008/Ref. No. PB201005-JC (PB2)


LOG-AFG-007.F01  
Rev. No. 0  
Sheet 7 of 8

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines,  
this \_\_\_\_\_ day ~~SEP 21~~ **FEB 16 2021**, 2021, personally appeared **EFREN C. JUNGGOY, JR.**, Assistant Vice-President, Vis-Min Operation, **EEL POWER CORPORATION**, with Identification Document in the form of, ~~PAC ID No. 9478~~ issued by Professional Regulation Commission at Davao City, on ~~September 21, 2011~~, known to me and to me known to be the same person who executed the foregoing instrument consisting of eight (8) 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.

  
**ATTY. NAPOLEON F. SANGO**  
Notary Public  
Until December 31, 2022  
IBP No. 117587, valid until Dec. 19, 2020 for 2021  
PTR No. 1633189 C dtd. Jan. 4, 2021  
Roll No. 32978 Serial No. 2021-007-2022  
MCLE Compliance No. VI-0012549, 09/16/18

Doc. No. : 192  
Page No. : 20  
Book No. : 127  
Series of 2021.

Contract between NPC and EEL Power Corporation  
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LOG-AFG-007.F01  
Rev. No. 0  
Sheet 8 of 8