

BY:


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.

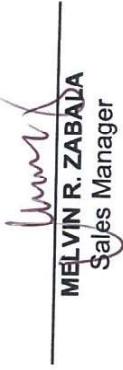
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ARTICLE II
SCOPE OF WORKS

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

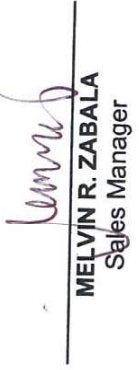
- Scope of work shall cover the test, supply and delivery of one thousand three-hundred fifty-eight (1,358) sets of SHS complete with its components and appurtenances. The number of sets/units per area is given under GW2.0 Delivery Points;
- The SUPPLIER shall test, supply and deliver handheld terminals 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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- 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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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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