

BY:


MELVIN R. ZABALA
Sales Manager

CONTRACT NO. LOG MSSP 2023-01-007-MGF

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF PALANAN SOLAR PV-DIESEL HYBRID SYSTEM (WITH ESS)

HO-PIB22-011 / PB220905-HG00347 (PB2)

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 23 September 2022, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (with ESS);

WHEREAS, out of five (5) prospective bidders who secured the bidding documents, only four (4) bidders had participated in the bidding conducted on 20 October 2022;


Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

SIGNED IN THE PRESENCE OF:


FERNANDO MANIQUEIRA
(SUPPLIER)

ALEXANDER P. JAPON
Vice President, Admin & Finance

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


MELVIN R. ZAMBALA
Sales Manager

WHEREAS, SUPPLIER's bid offer was considered as the lowest 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:

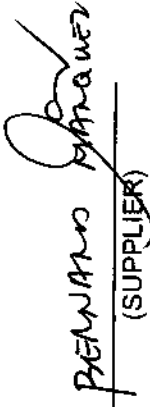
1. Bid Documents for the Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS) - PR No. HO PIB22-011;
2. Notice of Award dated 19 January 2023;
3. Post-qualification Report dated 02 December 2022;
4. Bid Opening Report dated 25 October 2022;
5. SUPPLIER's bid proposal dated 20 October 2022;
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.

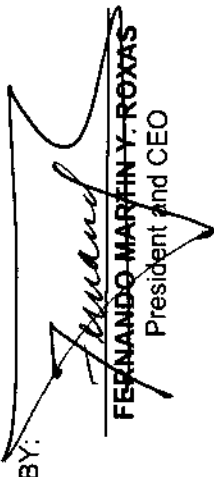
Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

SIGNED IN THE PRESENCE OF:


BENIGNO SERRANO
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance

NATIONAL POWER CORPORATION
(NPC)



FERNANDO MARTIN Y. ROXAS
President and CEO



BY:

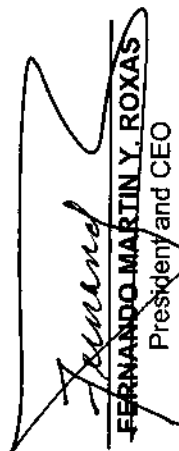

MELVIN R. ZABALA
Sales Manager

SIGNED IN THE PRESENCE OF:


FERNANDO DANAVAR
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin & Finance

NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE II
SCOPE OF WORKS

The scope of works shall cover the Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (with ESS) and the integration of the existing and planned additional supply of gensets in Palanan diesel power plant including the necessary 13.8kV tie line for 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 in Section VI-Technical Specifications, Clause GW-6.0 of the Bid Documents.

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

ARTICLE III
PROJECT DURATION AND LOCATION

The Contract duration shall be **two hundred forty (240) 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 Solar PV-Diesel Hybrid Systems (with ESS) is located in Brgy. Culasi, Palanan, Isabela.

The equipment shall be delivered, installed, tested and commissioned at the Palanan Solar PV site and Palanan 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.

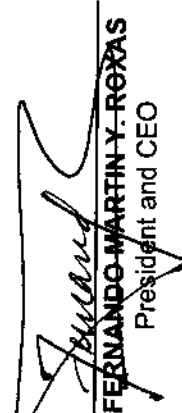
Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

BY:


MELVIN R. ZABALA
Sales Manager


PETERMAN
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin &
Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS FORTY TWO MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED (PHP 42,370,500.00) 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 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.

Contract between NPC and Trademaster Resources Corporation
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Contract No. LOG MSSP 2023-01-007-MGF

BY:


MELVIN R. ZABALA
Sales Manager


c. Performance Securing Declaration.

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.

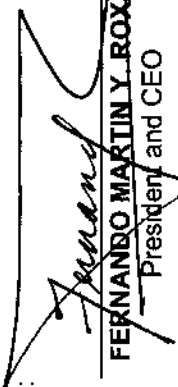
SIGNED IN THE PRESENCE OF:


FERNANDO MARTIN Y. ROXAS
(SUPPLIER)

**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 conditions imposed under the contract have been fully met.

(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

ALEXANDER P. JAPON
Vice President, Admin & Finance

Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

BY:


MELVIN R. ZABALA
Sales Manager

**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.

Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

SIGNED IN THE PRESENCE OF:


FERNANDO
(SUPPLIER)

ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:



BY:


MELVIN R. ZABALA
Sales Manager

**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, 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.

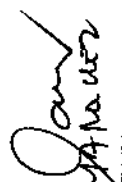
Any misrepresentation made by the SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

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.

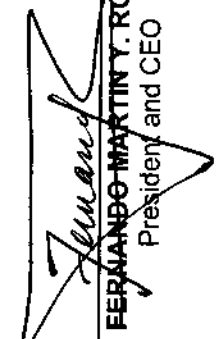
**ARTICLE XII
WARRANTY CLAUSE**

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

SIGNED IN THE PRESENCE OF:



BENARD M. JAPONE
(SUPPLIER)

ALEXANDER P. JAPON
Vice President, Admin & Finance



FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF


BY:

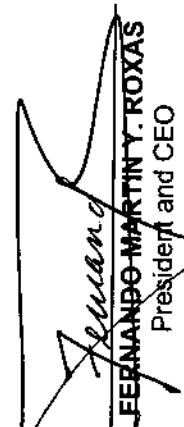

MELVIN R. SABALA
Sales Manager

PRESENCE OF:


RENANDO MANOVER
(SUPPLIER)

SIGNED IN THE


ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTINY ROXAS
President and CEO

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) 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
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.

Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Paianan Solar PV-Diesel Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

IN WITNESS WHEREOF, the parties hereto have signed this Contract this _____ day of _____, 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)


FERNANDO
(SUPPLIER)

FUNDS AVAILABLE


LORKINA E. BOMEDIANO
Sr. Department Manager, Finance

| CERTIFIED FUNDS AVAILABLE | |
|---------------------------|-----------------|
| PERIOD | 2022/2023 |
| JOB ORDER | WO# 4600902 |
| COST CENTER | 5300391 |
| AMOUNT | ₱ 42,370,500.00 |

Sono 2022 ₱ 37,830,803.57
106-C ₱ 4,539,696.43

Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel
Hybrid System (With ESS)
Contract No. LOG MSSP 2023-01-007-MGF

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of FEB 17 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 eleven (11) 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. 141 ;
Page No. 29 ;
Book No. 323 ;
Series of 2023.

ATTY. JASON G. DE BELEN
Reg. No. 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 766 Sgt. Borromeo St. cor. Paray Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22

Contract between NPC and Trademaster Resources Corporation
Design, Supply, Delivery, Installation, Testing & Commissioning of Palanan Solar PV-Diesel
Hybrid System (With ESS)
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

LAS PINAS CITY

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of FEB 07, 2023, personally appeared **MR. MELVIN R. ZABALA**, Sales Manager, **TRADEMASTER RESOURCES CORPORATION** with Identification Document in the form of PASSPORT NO. P23110102, 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 eleven (11) 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.

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.: _____

ATTY. GIL Y. MALACAD
Notary public for Las Piñas City

Appointment No. LP 22-008
Until December 31, 2023
Roll No. 28335
IBP No. 262412/1-3-2023

PTR No. 12459963 J/1-3-2023/Las Piñas City
G/F TSVJ Bldg., Crispina Ave., Las Piñas Village,
Pampuna 3, Las Piñas City/ Tel. No. 8874-62-19
MCLE Compliance VI No. 0024799

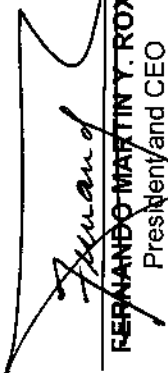
Doc. No.: 398
Page No.: 8
Book No.: V
Series of 2023.


Contract between NPC and Trademaster Resources Corporation
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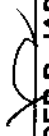
NATIONAL POWER CORPORATION
(NPC)

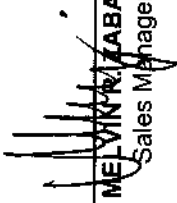
SIGNED IN THE PRESENCE OF:

TRADEMASTER RESOURCES CORPORATION
BY:

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO


BENIGNO JARAMA
(SUPPLIER)


ALEXANDER P. JAPON
Vice President, Admin &
Finance


MELVIN ZABALA
Sales Manager

"ANNEX A"

**SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE SUMMARY)**

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF PALANAN SOLAR PV-DIESEL HYBRID SYSTEM
(WITH ESS)**

HO-PIB22-011 / PB220905-HG00347 (PB2)

| ITEM | PARTICULARS | QTY/UNIT | TOTAL AMOUNT IN FIGURES | | TOTAL PESO EQUIVALENT |
|------|-----------------------------|----------|-------------------------|----------------------|-----------------------|
| | | | Foreign Currency | Phil. Peso | |
| A. | ARCHITECTURAL WORKS | 1 LOT | | 155,500.00 | 155,500.00 |
| B. | CIVIL WORKS | 1 LOT | | 6,050,000.00 | 6,050,000.00 |
| C. | ELECTRICAL WORKS | 1 LOT | | 34,595,000.00 | 34,595,000.00 |
| D. | MECHANICAL WORKS | 1 LOT | | 1,350,000.00 | 1,350,000.00 |
| E. | OTHER WORKS/SUPPLY/SERVICES | 1 LOT | | 220,000.00 | 220,000.00 |
| | TOTAL AMOUNT | | | 42,370,500.00 | 42,370,500.00 |