

October 22, 2024

NOTICE OF AWARD

Subject: ITB No. : 2024-08-109
 Project Title : Supply, Delivery, Installation, Testing and Commissioning of 100 kWp Solar PV Rooftop System at National Food Authority Central Office

Attention: **MR. ROBERTO R. MARTIN**
 General Manager
 Greenheat Corporation

Dear Mr. Martin:

This is to advise Greenheat Corporation on the acceptance of its bid to undertake the aforementioned project in the amount of **Five Million Six Hundred Three Thousand Five Hundred Thirteen Pesos and 30/100 (Php 5,603,513.30)**, in accordance with our Invitation to Bid dated June 04, 2024.

Contract Duration:

Activity	Delivery Period
Engineering, Procurement, Construction, Testing, Commissioning of 100kWp at National Food Authority Central Office	Within Ninety (90) calendar days upon receipt of Notice to Proceed (NTP)
Operation and Maintenance of 100kWp National Food Authority Central Office Rooftop Solar System	Three Hundred Sixty-Five (365) calendar days from the official start of operation of 100kWp Rooftop Solar PV System

Please be advised that the performance security shall be submitted to the Company within ten (10) days from receipt of Notice of Award.

MAIN OFFICE

PNOC Building 6, Energy Center
 Rizal Drive, Bonifacio Global City
 Taguig, Philippines 1634
 (+632) 8789 7662
 www.pnoc.com.ph

INDUSTRIAL PARK

Barangay Batangas Dos. Mariveles
 Bataan, Philippines 2105
 (+6347) 244 5884 and 86
 industrialpark@pnoc.com.ph

ENERGY SUPPLY BASE

Barangay Mainaga, Mabini
 Batangas, Philippines 4202
 +63 917 515 4036
 energysupplybase@pnoc.com.ph


Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,




OLIVER B. BUTALID
President and CEO

CONFORME:



(Signature over Printed Name)



10.29.2024
(Date)

November 7, 2024

MR. ROBERTO R. MARTIN
 General Manager
 Greenheat Corporation
 Marine Technology Center Building
 A. Soriano cor. Arzobispo St.
 Intramuros, Manila

NOTICE TO PROCEED

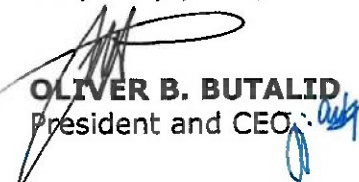
This is to advise you that your offer for **Supply, Delivery, Installation, Testing and Commissioning of 100kWp Solar PV Rooftop System at National Food Authority Central Office** with ITB No.: 2024-08-109, amounting to **Five Million Six Hundred Three Thousand Five Hundred Thirteen Pesos and 30/100 (Php 5,603,513.30)**, has been accepted by the Company.

You are hereby directed to proceed with the same in the following contract duration:


Engineering, Procurement, Construction, Testing, Commissioning of 100kWp at National Food Authority Central Office	Within Ninety (90) calendar days upon receipt of Notice to Proceed (NTP)
Operation and Maintenance of 100kWp National Food Authority Central Office Rooftop Solar System	Three Hundred Sixty-Five (365) calendar days from the official start of operation of 100kWp Rooftop Solar PV System

The contract agreement to this effect shall be transmitted.

Very truly yours,


OLIVER B. BUTALID
 President and CEO

Conforme:



Authorized Representative

 11.26.2024
Date

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EXECUTION COPY
FCE No. 110524-2178

**CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING
AND COMMISSIONING OF 100 kWp SOLAR PV ROOFTOP SYSTEM
AT NATIONAL FOOD AUTHORITY CENTRAL OFFICE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of DEC 18 2024 2024 between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **OLIVER B. BUTALID**, and hereinafter referred to as the "**COMPANY**";

-and-

GREENHEAT CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Marine Technology Center Building, A. Soriano cor. Arzobispo Street, Intramuros, Manila represented herein by its Authorized Representative, **MR. ROBERTO R. MARTIN**, and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the COMPANY invited bids for certain goods and ancillary services, particularly for the Supply, Delivery, Installation, Testing and Commissioning of 100 kWp Solar PV Rooftop System at National Food Authority Central Office and has accepted a Bid by the CONTRACTOR for the supply of those services in the sum of **FIVE MILLION SIX HUNDRED THREE THOUSAND FIVE HUNDRED THIRTEEN PESOS and 30/100 (PhP5,603,513.30)**, inclusive of Value Added Tax (VAT) if any, and all applicable taxes (hereinafter referred to as "Contract Price"), which cover all labor cost and cost of supplies, materials and equipment for the above specified services to be completed within Ninety (90) calendar days upon receipt of Notice to Proceed (NTP), and Three Hundred Sixty-Five (365) calendar days for the Operation and Maintenance of the 100 kWp Rooftop Solar PV System from the official start of its operation.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any.
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the COMPANY concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payment to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY to provide the services in accordance with the terms and conditions set forth in this contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Liquated damages are one tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay until actual delivery or performance.
5. The COMPANY hereby covenants to pay the CONTRACTOR the Contract Price or such other sum as may become payable under the provisions of the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

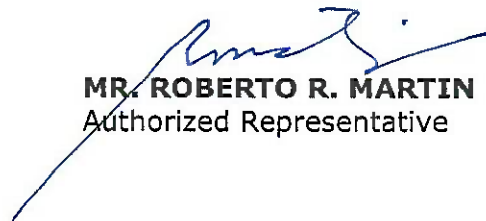
**PHILIPPINE NATIONAL OIL
COMPANY
(COMPANY)**

**GREENHEAT CORPORATION
(CONTRACTOR)**


By:

By:


OLIVER B. BUTALID
President & CEO


MR. ROBERTO R. MARTIN
Authorized Representative

SIGNED IN THE PRESENCE OF:



M.R.C. Raymundo



MARY JOY P. CHINGLET

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents -</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are delivered to the Project Site. Risk and title will pass from the Contractor to the Company upon receipt and final acceptance of the Goods at their final destination.</p> <p>The delivery terms applicable to this Contract are delivered to:</p> <p style="padding-left: 40px;">NFA Central Office Quezon City</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Company's Representative at the Project Site is:</p> <p style="padding-left: 40px;">Mr. Richard Miguel D. Allauigan, Jr. OIC-Project Development Officer V</p> <p>Incidental Services -</p> <p>The Contractor is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period

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- of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- e. training of the Company's personnel, at the Company's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Contractor for incidental services and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

Spare Parts –

The Contractor is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

- a. such spare parts as the Company may elect purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Company of the pending termination, in sufficient time to permit the Company to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Company, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

Packaging –

The Contractor shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract.

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The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Company.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Contractor is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

Where the Contractor is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Contractor, and related costs shall be included in the contract price.

Where the Contractor is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on

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	<p>carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Company accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Company until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights -</p> <p>The Contractor shall indemnify the Company against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>						
2.2	<p>The terms of payment shall be as follows:</p> <p>Milestone payments will be adopted where the payment shall be released upon reaching the specific project milestone, to ensure that these conform to the requirements set for the purpose.</p> <p>The payments are subject to the usual government accounting and auditing requirements. Hence, the Contractor is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).</p> <table border="1" data-bbox="475 1514 1329 1814"> <thead> <tr> <th data-bbox="475 1514 903 1581">Project Milestone</th> <th data-bbox="903 1514 1329 1581">Percentage of Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 1581 903 1682">Completion of installation and testing & commissioning</td> <td data-bbox="903 1581 1329 1682">90%</td> </tr> <tr> <td data-bbox="475 1682 903 1814">Handover and completion of training for building operators</td> <td data-bbox="903 1682 1329 1814">10%</td> </tr> </tbody> </table> <p><i>*Retention Money: Ten percent (10%) for every progress billing.</i></p>	Project Milestone	Percentage of Payment	Completion of installation and testing & commissioning	90%	Handover and completion of training for building operators	10%
Project Milestone	Percentage of Payment						
Completion of installation and testing & commissioning	90%						
Handover and completion of training for building operators	10%						

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3	<p>Performance Security</p> <p><u>Surety Bond (callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such)</u> - Thirty percent (30%) of Total Contract Cost or Php1,681,053.99</p> <p><u>Bank Draft/Guarantee, 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</u> - Five percent (5%) of Total Contract Cost or Php280,175.67</p> <p><u>Cash, Cashier's/Manager's Check confirmed by a Universal or Commercial bank</u> - Five percent (5%) of Total Contract Cost or Php280,175.67</p>
6	<p>Liquidated Damages: One Tenth (1/10) of one percent (1%) of the cost of unperformed portion for everyday of delay until actual delivery or performance.</p>

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