

June 24, 2025

NOTICE OF AWARD

Subject: Reference No. : 2025-05-129
Project Title : Engagement of Consultancy Services for the Retail Electricity Supplier (RES) Business of PNOC

Attention: **MR. MARVIN RYAN G. BATHAN**
President
SMARTPOWER SOLUTIONS CORPORATION

Dear Mr. Bathan:


This is to advise Smartpower Solutions Corporation on the acceptance of its proposal to undertake the aforementioned project in the amount of **One Million Seven Hundred Ninety-Nine Thousand Nine Hundred Seventy-Four Pesos and 40/100 (Php1,799,974.40)**, in accordance with our Notice for Negotiated Procurement dated June 03, 2025.

Contract Duration: Two Hundred Ten (210) calendar days upon issuance of the Notice to Proceed.

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

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)

June 30, 2025

(Date)

July 11, 2025

MR. MARVIN RYAN G. BATHAN

President
SMARTPOWER SOLUTIONS CORPORATION
9 Illinois Street, Brgy. Silangan
Cubao, Quezon City

NOTICE TO PROCEED


This is to advise you that your offer for the Engagement of Consultancy Services for the Retail Electricity Supplier (RES) Business of PNOC with ITB No. 2025-05-129 amounting to **One Million Seven Hundred Ninety-Nine Thousand Nine Hundred Seventy-Four Pesos and 40/100 (Php1,799,974.40)** has been accepted by the Company.

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

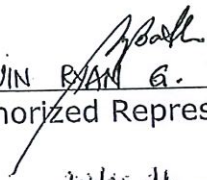
Contract Duration:

Two Hundred Ten (210) calendar days upon issuance of the Notice to Proceed.

Very truly yours,


OLIVER B. BUTALID
President and CEO

Conforme:


MARVIN RYAN G. BATHAN
Authorized Representative

July 16, 2025
Date

**CONTRACT OF SERVICES FOR THE ENGAGEMENT OF CONSULTANCY
SERVICES FOR THE RETAIL ELECTRICITY SUPPLIER (RES) BUSINESS OF
PNOC**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 15 JUL 2025 day of _____
2025 by and 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 & CEO, **OLIVER B. BUTALID**, and hereinafter referred to as the "**COMPANY**";

-and-

SMARTPOWER SOLUTIONS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 9 Illinois St., Barangay Silangan, Cubao, Quezon City, represented herein by its President, **MARVIN RYAN G. BATHAN**, duly authorized for this purpose and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the COMPANY is in need of consultancy services for the Retail Electricity Supplier (RES) business of PNOC. The COMPANY invited Proposals for the consultancy services for the Retail Electricity Supplier (RES) business of PNOC and has accepted a Proposal by the CONTRACTOR for the supply of those services in the sum of **ONE MILLION SEVEN HUNDRED NINETY NINE THOUSAND NINE HUNDRED SEVENTY FOUR PESOS 40/100 (PHP1,799,974.40)** which shall be paid within thirty (30) days from the presentation of billing statement (hereinafter called "the Contract Price") for the contract duration of Two Hundred Ten (210) calendar days, upon issuance of Notice to Proceed (NTP), inclusive of Value Added Tax (VAT), if any, and all applicable taxes, and in accordance with the terms and conditions set forth in this Contract;

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 Agreement 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 part of this Agreement, viz.:

- (a) General and Special Conditions of the Contract;
- (b) Terms of Reference;
- (c) Addenda and/ or Supplemental/ Bid Bulletins, if any;
- (d) Winning Bidder's Eligibility documents, Technical Proposals and Financial Proposals;
- (e) Notice of Award; and the Bidder's conforme thereof;
- (f) Notice to Proceed; and
- (g) Other contract documents that maybe required by existing laws and/ or the Company.

3. In consideration of the payments to be made by the COMPANY to the CONTRACTOR as mentioned herein, 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 any and all defects.

4. Liquidated Damages is at least equal to one-tenth (1/10) of one percent (0.001) of the cost of the undelivered and/ or unperformed portion for every day of delay until actual delivery or performance.

5. The terms of payment shall be as follows: Refer to Detailed Terms of Reference attached herein as an integral part of the Contract.

6. 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)

by:


OLIVER B. BUTALID
President & CEO

by:

**SMARTPOWER SOLUTIONS
CORPORATION**
(CONTRACTOR)


MARVIN RYAN G. BATHAN
President

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
TAGUIG } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this 14th
day of October, 2025 personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
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PNOC

by:

OLIVER B. BUTALID	Driver's License No. G01-80-018980	Until Jan. 19, 2033
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**SMARTPOWER
SOLUTIONS
CORPORATION**

by:

MARVIN RYAN G. BATHAN	Driver's License No. E04-96-043897	Until Oct. 23, 2031
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known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the same.

This instrument consisting of three (3) pages, including the page whereon the acknowledgment clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a Contract of Services for the Engagement of Consultancy Services for the Retail Electricity Supplier (RES) Business of PNOC.

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

Doc. No. 265;
Page No. 54;
Book No. VII;
Series of 2025.



CARL PHILIP N. BATUCAN
Appointment No. 14 (2024-2025)
Notary Public for Taguig City
Until 31 December 2025
PNOC Bldg. VI, Energy Center, Rizal Drive,
Bonifacio Global City, Taguig
Roll No. 67061
PTR No. 5904908/01-03-2025
IBP No. 499344/01-06-2025
MCLE Compliance No. VIII-RFP000168