

CONTRACT FOR THE SUPPLY OF GOODS

BETWEEN

The Yap State Public Service Corporation,
Hereinafter called 'YSPSC'

AND

(insert contactor name)
Hereinafter called 'the Contractor' or
'the Supplier'

Contractor Address :

Hereinafter referred to collectively as 'the Parties', YSPSC and the Contractor have agreed as follows:

Purpose and Contract Documents

- 1.1 Under Invitation to Bid Reference **No. YSPSC-ITB-02-2025**(hereinafter "the ITB"), YSPSC has selected the Contractor for the supply of a total **79kWp** solar PV minigrid interconnected systems with battery energy storage system and delivery to Yap, Federated States of Micronesia, ('the Goods') to YSPSC representative.
- 1.2 The Contractor shall supply the Goods with due diligence and efficiency in accordance with the following documents, heretofore "the Contract Documents", which consist of:
 - This Contract
 - Annex 1 – Technical Specifications and Bill of Quantity
 - The terms and conditions of the ITB **No. YSPSC-ITB-02-2025**
 - Appendix 1: General Terms and Conditions of Contract
- 1.3 The Contract Documents are enumerated under Section 1.2 above in their order of precedence. In the event of a conflict between the Contract Documents, the documents shall take precedence in the order they are enumerated above in Section 1.2, unless otherwise expressly agreed by YSPSC, in writing.
- 1.4 The Contract Documents shall include all modifications or changes agreed upon in writing between the Parties and issued during the term of this Contract.

Institutional arrangements

- 2.1 All Goods covered by this Contract shall be delivered to the main Port in Yap, Federated States of Micronesia in accordance with Article 7 of the General Terms and Conditions of Contract.

2.2 Any notice or other communication required under this Contract shall be in writing and can be emailed to:

FOR YSPSC		FOR Contractor
For Technical Issues	YSPSC Focal Point	Name: <i>insert name</i> Position: <i>insert position</i> Email: <i>insert email</i>
Name: Vincent Bouet Position: Electrical Engineer Email: vmcrouet@gmail.com	Name: Belinda R. Gilmatam Position: Purchasing Officer Email: belindarenmog@gmail.com	

2.3 The Contractor will report to the YSPSC Focal point for all aspects of the Contract, including the production and acceptance of the required outputs/milestones set out in Article 3 below and in **Annex II** to this Contract.

Payment Conditions and Schedule

3.1 The total amount inclusive of tax, to be paid by YSPSC to the Contractor for the delivery of the Goods is *(amount in USD to be inserted)*.

3.2 YSPSC shall make payments to the Contractor according to the following payment schedule and associated milestones:

Identification of goods/deliverables	Deadlines	% payment	Amount in USD
(a). Acceptance by YSPSC of the final design and supply specifications of the Solar PV system with signing of contract.	Upon signing of contract.	20	\$
(b). Submission of Supply plan from sourcing, packing, and freighting.	4 weeks after signing of contract	20	\$
(c). Submission of copies of shipping documents (bill of lading, export invoice) and other required documents to YSPSC.	16 weeks after signing of contract	25	\$
(d). Confirmation that the specified solar powered PV system and accessories have been received at main port in Yap, FSM, and inspection report completed with notice sent to the Contractor confirming preliminary acceptance of the goods within 10 days of receipt of goods.	26 weeks after signing contract	25	\$
(e). 10% payment to be retained and released upon commissioning and final acceptance of the Goods. If letter of credit is issued and accepted for	TBD	10	\$

performance security instead of the 10% retention, Payment Milestone (d) above will be 35%.			
TOTAL		100	\$

3.3 In accordance with Article 10 of the General Terms and Conditions, YSPSC will endeavour to make payment to the Contractor within 30 (thirty) days of acceptance of an invoice at the successful completion of each milestone, to be submitted by the Contractor by email to the YSPSC Focal Point designated in Article 2.2.

3.4 YSPSC shall make payment to the following account:

Bank Name: Bank Account Holder Name: Account no: Routing Number/Swift Code: Account Currency: USD
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3.5 Once the final payment is received by the Contractor, the present Contract shall be considered completed, with no further obligation from YSPSC towards the Contractor or vice-versa.

3.6 In accordance with Article 7 of the General Terms and Conditions of Contract, YSPSC must formally accept the goods in writing in order to consider that the Supplier has fulfilled its obligations under the Contract. If defects or damage to the Goods are identified by YSPSC upon delivery, the Supplier shall either repair, exchange or refund the Goods in compliance with YSPSC's requirements.

Attached Services

4.1 In addition to the delivery of the Goods, the Contractor commits to provide the following services:

- Supply of **79KWp** Solar PV with Battery Energy Storage System to the agreed Quantity and Specification as articulated under **Annex 1**.
- All the listed materials are to be delivered to Yap Proper in the Federated States of Micronesia.

Entry into force, modification, and termination of the Contract

5.1 This Contract shall come into force and effect on the date of its signing by the duly authorised representatives of the Parties and will end on the date that is 2 months after completion of the final milestone in the payment schedule at art 3.2 above.

5.2 This Contract may not be amended or otherwise modified unless in writing and signed by both Parties.

5.3 If, by the expiry date of the contract, the Contractor has performed no part of the work assignment, and no advances have been paid by YSPSC, the Contract shall be considered null and void unless an amendment extending the period of the Contract has been signed by both Parties.

For YSPSC:

For the Contractor:

Name: Victor Nabeyan
Title: General Manager
Date:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Date: