

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

MS. MARIA ELENA A. CABONEGRO  
Marketing Supervisor

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU  
Sr. Dept. Manager, Admin  
(NPC)

(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO  
Vice President, Admin and Finance

## CONTRACT NO. LOG MSSP 2025-04-022-MGF

### TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR NPC HEAD OFFICE HO-WIT25-002 / PB250311-NA00042

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 Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Admin and Finance, **MR. CRISANTO V. HILARIO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

-and-

**FILPRIDE RESOURCES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at 1402 Jollibee Center Condominium, San Miguel Avenue, Ortigas Center, Pasig, Philippines herein represented by its Marketing Supervisor, **MS. MARIA ELENA A. CABONEGRO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**;

WITNESSETH : That –

WHEREAS, on 20 February 2025, NPC posted the Invitation to Bid for the Public Bidding for the Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC Head Office;

WHEREAS, only one (1) prospective bidder secured the Bidding Documents and participated in the bidding conducted on 11 March 2025;

WHEREAS, the SUPPLIER's bid offer for the Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC Head Office was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the bid offer 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:

Contract between NPC and Filpride Resources, Inc.  
Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC Head Office  
Contract No. LOG MSSP 2025-04-022-MGF



NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO

Vice President, Admin and Finance

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU

Sr. Dept. Manager, Admin

(NPC)

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

MS. MARIA ELENA A. CABONEGRO

Marketing Supervisor

## 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. Bidding Documents for the Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC Head Office under PR No. HO-WIT25-002 / PB250311-NA00042;
2. Notice of Award dated 04 April 2025;
3. Post-qualification Report dated 25 March 2025;
4. Bid Opening/Evaluation Report dated 13 March 2025;
5. Supplier's Proposal (Eligibility/Technical & Financial Components) dated 11 March 2025;
6. Notice to Proceed; and
7. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

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.

## ARTICLE II SCOPE OF WORK

The works and services to be performed by the SUPPLIER under this contract shall essentially consist of:

1. A door-to-door supply and delivery of staggered basis of 207,791 liters of Biodiesel Fuel (composed of 97% diesel and 3% CME) and 81,519 liters of E-10 Gasoline (composed of 90% unleaded gasoline and 10% ethanol) Premium Gasoline RON 95 that conforms to the quality standards prescribed under RA No. 8749 "The Philippine Clean Air Act of 1999" and RA No. 9367 "The Biofuels Act of 2006". The fuel requirements (gasoline and biodiesel) must be EURO 4 compliant as required under Department of Energy (DOE) and Philippine National Standards (PNS) – PNS/DOE QS 015:2021 for Automotive Diesel Oil and PNS/DOE QS 008-2018 for E-10 Gasoline (Premium);
2. SUPPLIER shall provide, install, regularly calibrate, and maintain fuel dispensers required for the operation of NPC's Gas Station. Calibration Certificates shall be submitted by the SUPPLIER to NPC prior to commencement of the contract period and every six (6) months thereafter;

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(SUPPLIER)

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

MS. MARIA ELENA A. CABONEGRO

Marketing Supervisor

3. SUPPLIER shall conduct fuel tank/s dewatering both for diesel and gasoline tanks during contract implementation or on the date as scheduled by NPC;
4. SUPPLIER shall be responsible for the implementation of safety rules, practices and regulations during delivery and transferring of fuel to NPC-HO Gas Station. Any untoward incidents resulting to injury or damage to people and property due to unsafe practices shall be for the account of the SUPPLIER;
5. SUPPLIER shall warrant that its fuel tank truck including all its tools/equipment used for delivering fuel products to NPC-HO Gas Station has undergone the required pre-qualification process and regular safety inspections and maintenance to meet all the safety requirements of codes and standards in the Philippines;
6. SUPPLIER shall be responsible for all accidents attributable to the SUPPLIER's tool/equipment failures and/or workers' fault. Any damages including loss of revenue shall be for the account of the SUPPLIER. SUPPLIER shall indemnify and hold NPC free and harmless from any claims, demands, actions or proceedings of third persons in connection therewith;
7. The SUPPLIER shall accept full responsibility for the conformance of his work to the specifications, documentation, reports and compliance with the applicable codes and standards and the requirements of this specification; and
8. SUPPLIER shall clean-up work areas after completion of fuel requirements transfer from hauling fuel tank to NPC-HO Gas Station.

### ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be **TWELVE (12) MONTHS**. However, should there still be an available volume left after the contract period, said contract period shall be extended at the option of NPC until the full amount is consumed. The contract extension shall not exceed a period of six (6) months after the end of the contract period. The contract price and contract quantity shall be guided by the provision of Section VI – Technical Specifications TS-6.0.

The delivery site for the fuel requirements of NPC-HO shall be at NPC Gas Station, Head Office, Diliman, Quezon City.

Delivery shall be on per order basis. The SUPPLIER shall effect delivery within two (2) working days after receipt of the emailed copy of the

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(NPC)

CRISANTO V. HILARIO  
Vice President, Admin and Finance

Advice to Deliver (ATD) / Request for Fuel Delivery duly confirmed and noted as officially received by the SUPPLIER.

#### ARTICLE IV FUEL DELIVERY REQUIREMENTS

Delivery shall be on staggered basis with an estimated volume of 14,000 liters per delivery. The SUPPLIER shall effect delivery within two (2) working days after receipt of the emailed copy of the Advice to Deliver (ATD) / Request for Fuel Delivery duly confirmed and noted as officially received by the SUPPLIER.

Within twenty-four (24) hours upon receipt of notice from NPC, the SUPPLIER shall confirm acceptance of delivery schedule as requested by NPC. However, if the SUPPLIER is unable to meet NPC's request, he can propose alternative schedule provided it is within the delivery window requirement of the NPC.

SUPPLIER shall be responsible in maintaining the continuous supply and delivery of the confirmed order of the NPC's fuel requirements. In the event that the SUPPLIER fails to deliver all or portion of the confirmed delivery order within the due dates, NPC has the option to procure fuel requirements from other sources. SUPPLIER shall reimburse NPC the reasonable and documented cost incurred by the NPC over and above what it normally pays to the SUPPLIER.

#### ARTICLE V CONTRACT PRICE AND TERMS OF PAYMENT

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: SEVENTEEN MILLION SIXTY EIGHT THOUSAND ONE HUNDRED SEVENTY FOUR PESOS (PHP 17,068,174.00)** as reflected on Annex A.

The Total Contract Price is inclusive of excise tax and the Twelve Percent (12%) E-VAT.

NPC shall pay the SUPPLIER in accordance with TS-6.0 - Payment.

The SUPPLIER must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

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Rev. No. 0  
Sheet 4 of 11

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FILPRIDE RESOURCES, INC.  
(SUPPLIER)

MS. MARIA ELENA A. CABONEGRO  
Marketing Supervisor

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Vice President, Admin and Finance

BY:

## ARTICLE VI 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.

- Cash, Manager's/Cashier'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 reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified 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.

The Performance Security shall remain valid and effective for the duration of the contract, including the contract extension period, plus sixty (60) days from NPC's acceptance or from the last delivery period unless otherwise the delivery schedule is amended. The Performance Security shall also answer for any damages and expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its contractual obligations herein without prejudice to the other legal remedies which may be resorted to by NPC. The bond shall be released sixty (60) days after the last delivery period following the date of completion of the SUPPLIER's performance obligations under the Contract and the issuance of certification to that effect by NPC, including any warranty obligations, unless otherwise specified in the tender documents, provided there are no claims against the SUPPLIER and/or its bondsmen.

Any extension of the delivery period, which may be granted to the SUPPLIER, shall be considered as given and any modification of the Contract shall be considered as authorized with the express consent of the surety.

## ARTICLE VII LIQUIDATED DAMAGES

Should SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) 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,

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Sheet 5 of 11



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(NPC)

ANNEBETH J. DIONSON  
(SUPPLIER)

NATIONAL POWER CORPORATION  
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CRISANTO V. HILARIO  
Vice President, Admin and Finance

BY:

deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses 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.

### 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.

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Sheet 6 of 11



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MS. MARIA ELENA A. CABONEGRO  
Marketing Supervisor

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 SUPPLIER 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 it or its representative has not offered or paid, directly or indirectly, any government officer or NPC official or employee any consideration or commission for the Contract nor has its representative exerted or utilized any corrupt or unlawful 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 it to any official or employee of the NPC and to the relatives within the third 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, it shall disclose the name of the said person and the amount being paid; and that any violation of this Warranty shall constitute a sufficient ground for the rescission or 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 violation of R.A. No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt

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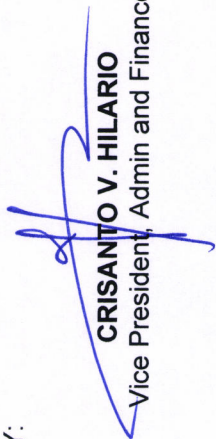
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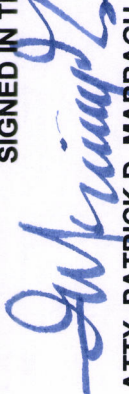


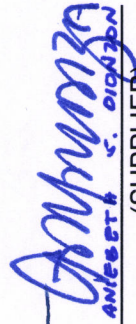
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**CRISANTO V. HILARIO**  
Vice President, Admin and Finance

SIGNED IN THE PRESENCE OF:

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Dept. Manager, Admin  
(NPC)

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Dept. Manager, Admin  
(NPC)

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

  
**MS. MARIA ELENA A. CABONEGRO**  
Marketing Supervisor

Practices Act) and/or other applicable laws against the SUPPLIER and/or its 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 to 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** **CONTRACT EFFECTIVITY**

The contract effectivity date shall be provided in the Notice to Proceed by NPC.

### **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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

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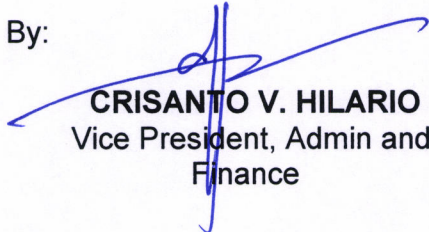


IN WITNESS WHEREOF, the parties hereto have signed this Contract  
this 8<sup>th</sup> day of May, 2025 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION**  
(NPC)

**FILPRIDE RESOURCES, INC.**  
(SUPPLIER)

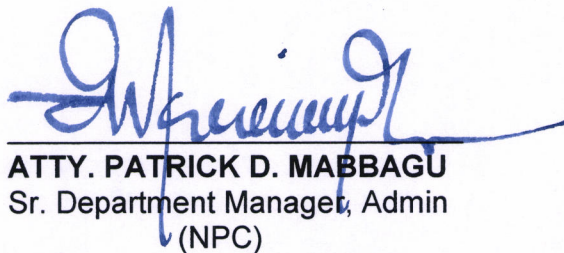
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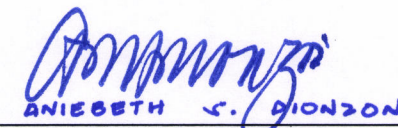
  
**CRISANTO V. HILARIO**  
Vice President, Admin and  
Finance

By:

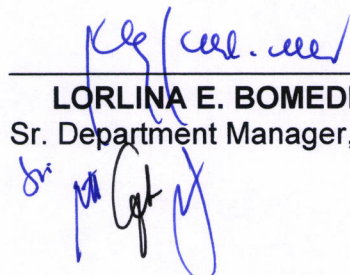
  
**MARIA ELENA A. CABONEGRO**  
Marketing Supervisor

**SIGNED IN THE PRESENCE OF:**

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Department Manager, Admin  
(NPC)

  
**ANIEBETH S. DIONZON**  
(SUPPLIER)


**FUNDS AVAILABLE:**

  
**LORKINA E. BOMEDIANO**  
Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	AG 085
COST CENTER	2603998
AMOUNT	₱ 11,372,782.67
(F)	₱ 3,629,035.14
(C)	₱ 7,743,747.51

Certificate of Budgetary Inclusion	
Period:	Jan - April 2026
Account:	085-PRD-26-05961
Cost Center:	2603998
Amount:	₱ 3,874,873.75 (b)

Certificate of Budgetary Inclusion	
Period:	Jan - April 2026
Account / WO/JO:	AG 085
CBI Reference No.:	PRD-26-03-6002
Cost Center:	2603998
Amount:	₱ 1,014,517.58 (1)

  
Salvador C. Aragon  
Manager, BPRD

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REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

) S.S.

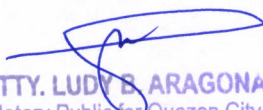
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this MAY 08 2025 day of \_\_\_\_\_, 2025, personally appeared **MR. CRISANTO V. HILARIO**, Vice President, Admin and Finance, **NATIONAL POWER CORPORATION**, with Identification Document in the form of Company ID No. APW1302428, 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 her free and voluntary act and deed and that of the Corporation she represents.

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

Notary Public  
Until December 31, 2025  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 134 ;  
Page No. 36 ;  
Book No. 2 ;  
Series of 2025.

  
**ATTY. LUDY S. ARAGONA**  
Notary Public for Quezon City  
Commission No. NP-393 (2024-2025)  
Commission Expires on 31 December 2025  
Roll No. 84558  
IBP No. 500293; 01/06/25; Quezon City  
PTR No. 6990482 D; 01/03/25; Quezon City  
MCLE No. VIII-0014714; 10/16/24; Quezon City  
4th Floor Gabriel Y. Itchon Building Senator Miriam  
P. Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City

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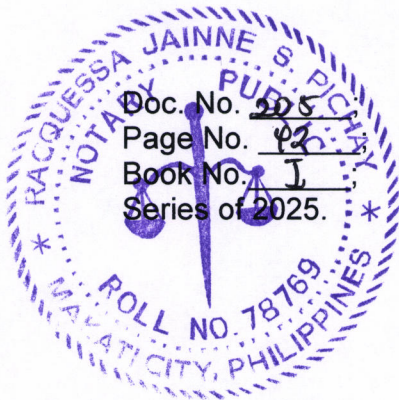
REPUBLIC OF THE PHILIPPINES)  
**MAKATI CITY**) S.S.


ACKNOWLEDGEMENT

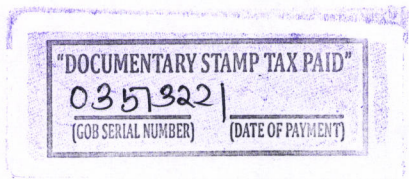
BEFORE ME, a Notary Public for and in Quezon City, Philippines,  
this \_\_\_\_\_ day of **APR 30 2025**, 2025, personally appeared **MS. MARIA ELENA A. CABONEGRO**, Marketing Supervisor, **FILPRIDE RESOURCES, INC.**, with Identification Document in the form of Government ID No. **DRIVERS LICENSE NO. 2-17**, issued at **Q.C.**, on \_\_\_\_\_, 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 her free and voluntary act and deed and that of the Company she represents.

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

Notary Public  
Until December 31, 2025  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_



  
**RACQUESSA JAINNE S. PICHAY**  
NOTARY PUBLIC FOR THE CITY OF MAKATI  
APPOINTMENT NO. M-264  
UNTIL DECEMBER 31, 2026  
140 L.P. LEVISTE ST., SALCEDO VILLAGE, MAKATI CITY  
ROLL OF ATTORNEYS NO. 78769  
PTR NO. 10467469, MAKATI CITY, JANUARY 3, 2025  
IBP NO. 493199, MAKATI CITY, JANUARY 2, 2025  
ADMITTED TO THE BAR ON MAY 13, 2022  
MCLE COMPLIANCE NO. VIII-0017729 VALID UNTIL APRIL 14, 2028



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Sr. Dept. Manager, Admin

(NPC)

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

MS. MARIA ELENA A. CABONEGRO

Marketing Supervisor

ANNEX A

SCHEDULE OF REQUIREMENTS

TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR NPC HEAD OFFICE

HO-WIT25-002 / PB250311-NA00042

ITEM NO.	DESCRIPTION	QTY	UNIT	SOURCE	BID PRICE				TOTAL BID PRICE Php/Liter	DISCOUNT Php/Liter	DELIVERY COST Php/Liter	DELIVERED PRICE Php/Liter	TOTAL CONTRACT PRICE
					BID Php/Liter	FUEL MARKING FEE	EXCISE TAX	12% E-VAT					
1	BIODIESEL FUEL (composed of 97% diesel and 3% CME)	207,791	LITERS	Ex-Bataan	44.2064	0.06146	6.0000	6.0321	56.3000	-	1.4000	57.7000	11,989,541.00
2	E-10 GASOLINE FUEL (composed of 90% unleaded gasoline and 10% ethanol), Premium RON 95	81,519	LITERS	Ex-Bataan	48.3135	0.06146	6.0000	6.5250	60.9000	-	1.4000	62.3000	5,078,634.00
TOTAL		Seventeen Million Sixty Eight Thousand One Hundred Seventy Four Pesos											17,068,174.00