

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)

GULF OIL PHILIPPINES, INC.
(SUPPLIER)

BY:

DIANE REGINE R. DELGADO
Territory Business Manager

ROGEL T. TRINIDAD
Business Manager

CONTRACT NO. LOG MSSP 2025-03-019-MDC

SUPPLY AND DELIVERY OF ENGINE LUBRICATING OIL TO SPUG POWER PLANTS AND BARGES FOR CY 2025 (CALAGUAS DPP AND THREE (3) OTHERS) PR NO. HO-FMG25-003 / PB250204-AM00009 (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 Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

GULF OIL PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 39 M Lozada St., Brgy. Sto. Rosario Silangan, Pateros, Philippines herein represented by its Territory Business Manager, **MS. DIANE REGINE R. DELGADO** and its Business Manager, **MR. ROGEL T. TRINIDAD**, who are duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**;

WITNESSETH : That –

WHEREAS, on 21 February 2025, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for CY 2025;

WHEREAS, only one (1) prospective bidder secured the Bidding Documents and participated in the Public Bidding conducted on 18 March 2025 on the aforesaid undertaking;

WHEREAS, the SUPPLIER's bid offer for the Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for CY (Calaguas DPP and Three (3) Others) was considered as the single 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:

Contract between NPC and Gulf Oil Philippines, Inc.
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges
for CY 2025 (Calaguas DPP and Three (3) Others)
Contract No. LOG MSSP 2025-03-019-MDC

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(SUPPLIER)

BY:

DIANE REGINER DELGADO
Territory Business Manager

ROGEL T. TRINIDAD
Business Manager

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 Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for CY 2025 (PR No. HO-FMG25-003 / PB250204-AM00009(PB2));
2. Notice of Award dated 27 March 2025;
3. Post-qualification Report dated 21 March 2025;
4. Bid Opening and Evaluation Report dated 18 March 2025;
5. SUPPLIER's Proposal (Eligibility/Technical & Financial Components) dated 17 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 documents with the latest date shall prevail.

ARTICLE II **SCOPE OF WORK**

Supply and delivery of Engine Lubricating Oil as specified in Section VI-Technical Specifications and Section VII-Schedule of Requirements.

The quantity of Engine Lubricating Oil to be delivered shall be in accordance with Section VII-Schedule of Requirements, subject to the provisions of Section VI-Technical Specifications, Clause TS-7.1-Purchase Price and Clause TS-8.3-Contract Amount and Implementation.

The monthly breakdown of ELO requirements based on the approved ELO Procurement Plan of NPC, are indicated in Section VII, Part III-Schedule of Monthly ELO Requirements. Said monthly breakdown is for the Supplier's planning purposes and an actual ELO demand requirement shall be provided to the Supplier pursuant to Section VI-Technical Specifications, Clause TS-6.1(b), Securing Engine Lubricating Oil Supplies.

In the event of a supply shortage and/or allocation of lube oil supplies imposed by the Philippine Government, or any of its instrumentalities, Supplier shall sell to NPC the said volumes as a minimum subject to the implementing rules and regulations issued by the Government agency of the Philippines exercising supervision over lube oil utilization and supplies.


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(SUPPLIER)

BY:


DIANE REGINER DELGADO
Territory Business Manager


ROGEL T. TRINIDAD
Business Manager

ARTICLE III **CONTRACT PERIOD AND LOCATION**

The supply and delivery of Engine Lubricating Oil shall cover the period of **twelve (12) months**. The quantities of ELO to be delivered are indicated in Section VII-Schedule of Requirements, Part II-Table of Delivery Points.

In case the contracted quantity cannot be lifted by NPC during the contract period of **twelve (12) months**, the NPC shall continue lifting ELO from the Supplier pursuant to Section VI-Technical Specifications, Clause TS-7.2 Total Contract Price. On the other hand, if the total contract price has been used up and there is still remaining volume for delivery, the same shall no longer be lifted.

The locations of ELO deliveries are indicated in Section VII-Schedule of Requirement, Part II-Table of Delivery Points.

ARTICLE IV **ENGINE LUBRICATING OIL SPECIFICATIONS**

The SUPPLIER shall guarantee to supply and deliver ELO in accordance with the quality specifications as indicated in Section VI-Technical Specifications, Part II-Technical Data Sheets (Attachments A, B and C). The Supplier shall furnish NPC the Quality Certificate for each and every ELO delivery via mode of delivery as specified in Section VI-Technical Specifications, Clause TS-9.0-Transportation.

The SUPPLIER shall provide American Petroleum Institute (API)/European Automobile Manufacturers Association (ACEA)/Japanese Automotive Standards Organization (JASO) certification that their products are included in any of the above organization to assure the correctness of the technical specifications submitted in the technical data sheets.

ARTICLE V **PICK-UP, DELIVERY, NUMBER OF LITERS AND AMOUNT**

The recipient plant, number of liters per plant and amount are provided in Annex A of this contract.

ARTICLE VI **PAYMENT**

The Total Contract Price for the various delivery points set forth in Annex "A" shall be in the amount of and not exceeding **PHILIPPINE PESOS: FOUR MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED FIFTY TWO PESOS (PHP 4,747,252.00)**. The Total Contract Price is inclusive of excise tax and the Twelve Percent (12%) E-VAT.

NPC shall pay the SUPPLIER in accordance with the provisions of the Bidding Documents.

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Business Manager

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President and CEO

NATIONAL POWER CORPORATION
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BY:

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

ARTICLE VII **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, 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.
- b. 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 NPC.

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 acceptance of the last delivery/final acceptance of the project. 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 Bidding 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 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


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ROGEL T. TRINIDAD
Business Manager

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

ARTICLE X **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 XI **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.


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ROGEL T. TRINIDAD
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ARTICLE XII **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 XIII **RIGHT OF NPC TO TERMINATE CONTRACT**

NPC may, without incurring any liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to SUPPLIER. The notice of termination shall specify that such termination is for NPC's convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

ARTICLE XIV **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 it or 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.

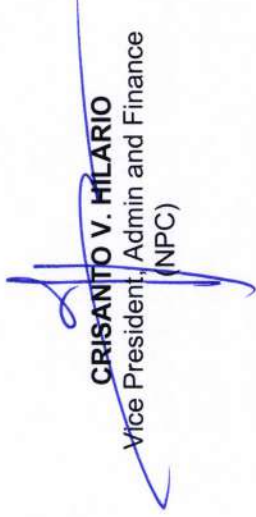
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Vice President, Admin and Finance
(NPC)


EDMUNDO R. RANGAN
(SUPPLIER)

GULF OIL PHILIPPINES, INC.
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No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt 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 XV **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 XVI **CONTRACT EFFECTIVITY**

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

ARTICLE XVII **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 28th day of April, 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

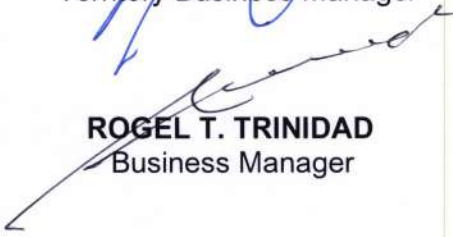
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DIANE REGINE R. DELGADO
Territory Business Manager


ROGEL T. TRINIDAD
Business Manager

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President, Administration & Finance
(NPC)


EUMER PANGAN
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance

(m)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	6L512 SL670
COST CENTER	2703518
AMOUNT	P4,747,252.41

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REPUBLIC OF THE PHILIPPINES)
) S.S.

QUEZON CITY


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
_____ day of APR 28 2025, 2025, personally appeared **MR.
FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER
CORPORATION**, with Identification Document 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 ten (10) 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, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 119 ;
Page No. 25 ;
Book No. 2 ;
Series of 2025.


ATTY. LUDY B. 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)
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____, Philippines,
this ____ day of _____, 2025, personally appeared the following:


	Identification Document in the form of Government ID	Issued By	Date Issued
DIANE REGINE R. DELGADO	<u>P5207657B</u>	<u>DFA</u>	<u>06 JUN 2020</u>
ROGEL T. TRINIDAD	<u>P4347346B</u>	<u>DFA</u>	<u>10 JAN 2020</u>

known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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. 965 ;
Page No. 94 ;
Book No. 12 ;
Series of 2025.


ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2025
PTR No. 6989624 / January 2, 2025 Q C
IBP No. 461667 / October 29, 2024 Q C
Roll No 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No NP-021 (2024-2025)
TIN No. 131-942-754

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President and CEO


GRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)


SIGNED IN THE PRESENCE OF:


EUGENE R. DELGADO
(SUPPLIER)

DIANE REGINE R. DELGADO
Territory Business Manager

BY:

GULF OIL PHILIPPINES, INC.
(SUPPLIER)


ROGEL T. TRINIDAD
Business Manager

ANNEX A

SPUG POWER PLANTS & BARGES

GULF OIL PHILIPPINES, INC.

Power Plant	Contract Quantity Liters	Bid PhP/Liter	Excise Tax PhP/Liter	Bid Price PhP/Liter	Discount PhP/Liter	Delivery Cost PhP/Liter	Total Contract Price PhPesos
DIESEL-FIRED ENGINE							
LUZON							
BICOL							
PER PLANT							
1 Calaguas DPP	1,260	104.0000	10.0000	114.0000	0.0000	10.7321	176,022.00
VISAYAS							
EASTERN VISAYAS							
LOT 1 - VISAYAS AREA	23,860	104.0000	10.0000	114.0000	0.0000	11.6250	3,357,102.00
1 Limasawa DPP							
2 Maripipi DPP							
3 Tagapul-an DPP							
4 Zumaruga DPP							
5 Sto. Niño DPP							
6 Cabunga-an DPP							
7 Ilijan DPP							
8 Takut DPP							
9 Libucan Dacu DPP							
10 Almagro DPP							
11 Biasong DPP							
12 Costa Rica DPP							
13 Lunang DPP							
14 Kerikite DPP							

GULF OIL PHILIPPINES, INC.
(SUPPLIER)

BY:

ROGEL T. TRINIDAD
Business Manager

SPUG POWER PLANTS & BARGES

[illegible]

a. Total Contract Price is inclusive of the 12% E-VAT.