

CONTRACT NO. LOG MSSP 2023-11-107-MDC

**SUPPLY AND DELIVERY OF ADDITIONAL DIESEL FUEL TO SPUG
POWER PLANTS AND BARGES FOR CY 2023
(PACKAGES 1, 2, 8 AND 20)
HO-FMG23-011 / EC231023-CM00348**

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 NPC Building, 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-

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 Ave., 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 18 October 2023, NPC posted the Invitation to Bid for the Negotiated Procurement – Emergency Cases for the Supply and Delivery of Additional Diesel Fuel to SPUG Power Plants and Barges for CY 2023;

WHEREAS, there were three (3) prospective bidders who secured the Terms of Reference and participated in the bidding conducted on 25 October 2023;

WHEREAS, the SUPPLIER's bid offer for the Supply and Delivery of Additional Diesel Fuel to SPUG Power Plants and Barges for CY 2023 (Packages 1, 2, 8 and 20) was considered as the lowest calculated and responsive bid;

WHEREAS, NPC accepted the bid offer of the SUPPLIER;

Contract between NPC and Filpride Resources, Inc.
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(Packages 1, 2, 8 and 20)
Contract No. LOG MSSP 2023-11-107-MDC

FILPRIDE RESOURCES, INC.
(SUPPLIER)

MARIA ELENA A. CABONEGRO
Marketing Supervisor

BY:


(SUPPLIER)

SIGNED IN THE PRESENCE OF:


LORLINA E. BOMEDIANO
OIC-OVP, Admin & Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:



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:

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. Terms of Reference for the Supply and Delivery of Additional Diesel Fuel to SPUG Power Plants and Barges for CY 2023 under PR No. HO-FMG23-011 / EC231023-CM00348;
2. Notice of Award dated 13 November 2023;
3. Post-qualification Report dated 26 October 2023;
4. BAC Resolution No. 2023-072 dated 16 October 2023;
5. Pre-Negotiation Report dated 17 October 2023;
6. Supplemental/Bid Bulletin No. 1 dated 19 October 2023;
7. Supplier's Proposal (Eligibility/Technical & Financial Components) dated 25 October 2023;
8. Notice to Proceed; and
9. 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 quantity of Fuel to be delivered shall be in accordance with Attachment A - Table of Delivery Points, subject to the provisions of Clause 17 - Prices and Clause 18 - Payment of the Terms of Reference.

The monthly breakdown of fuel requirements based on the approved Fuel Procurement Plan of NPC are indicated in Attachment B - Schedule of Monthly Fuel Requirements. Said monthly breakdown is for the Supplier's planning purposes and an updated monthly fuel demand forecast shall be provided to the Supplier pursuant to Clause 16.1 (a)-Nomination Procedure/Scheduling of Monthly Fuel Requirements.

In the event of a supply shortage and/or allocation of petroleum 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

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FILPRIDE RESOURCES, INC.
(SUPPLIER)


BY: 
MARIA ELEMA A. CABONEGRO
Marketing Supervisor

SIGNED IN THE PRESENCE OF:

BY: 
(SUPPLIER)


LORLINA E. BOMEDIANO
OIC-OVP, Admin & Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

agency of the Philippines exercising supervision over petroleum utilization and supplies.

**ARTICLE III
CONTRACT PERIOD AND LOCATION**

The supply and delivery of diesel fuel shall cover the contract period of **one (1) month**. The quantities of fuel to be delivered are indicated in Attachment A - Table of Delivery Points of the Terms of Reference. However, should there still be an available amount after the contract term, said contract term shall be extended until the full amount is consumed. The contract extension shall not exceed a period of two (2) months after the end of the contract term.

The delivery points and locations are indicated in Attachment A - Table of Delivery Points of the Terms of Reference.

Supplier shall deliver the fuel at NPC SPUG storage tanks or designated point of receipt as specified in the Table of Delivery Points. Such deliveries shall come from the Supplier's nominated Fuel Source Points during the bidding. In case a delivery will come from an alternate source point, delivered price of the fuel shall be as if the delivery came from the original source point.

**ARTICLE IV
FUEL SPECIFICATIONS**

The Supplier shall guarantee to supply and deliver fuel in accordance with the quality specifications. The Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via the mode of delivery as specified in Clause 20-Transportation.


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

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS FORTY THREE MILLION ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY THREE (PHP 43,103,983.00) ONLY**, as reflected in 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 Clause 18-Payment.

FILPRIDE RESOURCES, INC.
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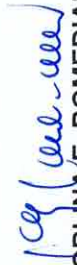
FILPRIDE RESOURCES, INC.
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(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

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.

- 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 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 fail 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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FILPRIDE RESOURCES, INC.
(SUPPLIER)

BY: 
MARIA ELENA A. CABONEGRO
Marketing Supervisor

SIGNED IN THE PRESENCE OF:


(SUPPLIER)


LORLINA E. BOMEDIANO
OIG-OVP, Admin & Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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.

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

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FILPRIDE RESOURCES, INC.

(SUPPLIER)



MARIA ELENA A. CABONEGRO
Marketing Supervisor

BY:

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 Practices Act) and/or other applicable laws against the SUPPLIER and/or its representative and/or the erring NPC official(s) and employee(s).

SIGNED IN THE PRESENCE OF:



LORLINA E. BOMEDIANO
OIC-OVP, Admin & Finance
(NPC)

NATIONAL POWER CORPORATION

(NPC)



FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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Marketing Supervisor

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.

SIGNED IN THE PRESENCE OF:


(SUPPLIER)


LORLINA E. BOMEDIANO
OIC-OVP, Admin & Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 19th day of December, 2023 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION
(NPC)**

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


By:


FERNANDO MARTIN Y. ROXAS
President & CEO

By:


MARIA ELENA A. CABONEGRO
Marketing Supervisor

SIGNED IN THE PRESENCE OF:



LORLINA E. BOMEDIANO
OIC- OVP, Admin & Finance
(NPC)



(SUPPLIER)

FUNDS AVAILABLE:



LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023 (L)
JOB ORDER	: GL 51/10687
COST CENTER	: 2703.518
AMOUNT	: (P 43,103,983.00)

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REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of DEC 18 2023, 2023, personally appeared **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, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 147 ;
Page No. 31 ;
Book No. 5 ;
Series of 2023.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
ICLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

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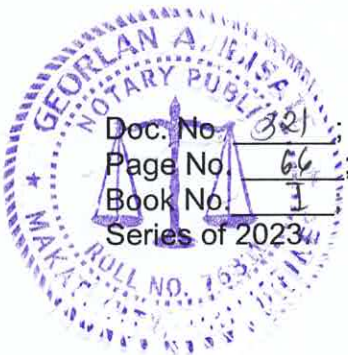
REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **MAKATI CITY**, Philippines, this _____ day of **DEC 06 2023**, 2023, personally appeared **MS. MARIA ELENA A. CABONEGRO**, Marketing Supervisor, **FILPRIDE RESOURCES, INC.**, with Identification Document in the form of Government ID No. ~~388~~ # **33-5964786-5**, issued at _____, on _____, 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 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, 2023
IBP Lifetime No.: _____
PTR No.: _____



GEORLAN A. IBISATE
NOTARY PUBLIC FOR THE CITY OF MAKATI
APPOINTMENT NO. M-445 UNTIL 31 DECEMBER 2024
140 L.P. LEVISTE ST, SALCEDO VILLAGE MAKATI CITY 1227
ROLL OF ATTORNEYS NO. 76811
IBP NO. 292513, 01/05/2023, IBP CEBU CHAPTER
PTR NO. 9568740, 01/06/2023, MAKATI CITY
(ADMITTED TO THE PHILIPPINE BAR: MAY 6, 2022, MCLE EXEMPT
PER MCLE BOARD RESOLUTION NO. 1 SERIES OF 2008)

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FILPRIDE RESOURCES, INC.
(SUPPLIER)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

BY:

MARIA ELENA A. CABONEGRO
Marketing Supervisor

LORLINA E. BOMEDIANO
OIC-OVP, Admin & Finance
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

ADDITIONAL DIESEL FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2023

FILPRIDE RESOURCES, INC.

Power Plant	Contract Quantity	Bid Price	Delivery Cost	Delivered Price /a	Total Contract Price /a
	Kliters	PhP/Liter	PhP/Liter	PhP/Liter	PhPesos
DIESEL FUEL OIL					
LUZON					
Marinduque/Quezon/North Luzon Area					
Package 1 - Batanes	504				31,247,988
Per Lot - Batanes	504	61.5500	0.4500	62.0000	31,247,988
1 Basco DPP					
Package 2 - Cagayan/Aparri	76				5,111,998
Per Plant					
1 Kabugao DPP	20	63.6000	3.9000	67.5000	1,350,000
2 Maconacon DPP	20	63.6000	3.9000	67.5000	1,350,000
Per Lot - Cagayan	36	63.0000	4.0000	67.0000	2,411,998
3 Calayan DPP					
Package 8 - Camarines Sur	86				5,848,000
Per Lot - Burias	86	66.9700	1.0300	68.0000	5,848,000
1 San Pascual DPP					
2 Claveria DPP					
Mini-Grid Burias					
3 Dangcalan DPP					
4 Malaking Ilog DPP					
5 Mababang Baybay DPP					
6 Osmeña DPP					
7 Peñafancia DPP					
8 Quezon DPP					
Package 20 - Davao/General Santos	14				896,000
Per Plant					
1 Talicud DPP	14	63.2500	0.7500	64.0000	896,000
TOTAL	680				43,103,988