

FILPRIDE RESOURCES INC.
(SUPPLIER)

RACHEL G. INERE
Operations Manager

BY:

CONTRACT NO. LOG MSSP 2021-03-015-GRJ
TWENTY-FOUR (24) MONTHS SUPPLY AND DELIVERY
OF FUEL REQUIREMENTS FOR NPC-HO
HO-WIT21-001 / PB201117-SV00037(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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Admin and Finance, **MR. ALEXANDER P. JAPON**, 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 City, Philippines, herein represented by its Operations Manager, **MS. RACHEL G. INERE**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**;

WITNESSETH : That –

WHEREAS, on 19 January 2021, NPC advertised the Invitation to Bid for the Public Bidding for the Twenty-Four (24) Months Supply and Delivery of Fuel Requirements for NPC-HO;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 09 February 2021:

WHEREAS, the SUPPLIER's bid offer for the Twenty-Four (24) Months Supply and Delivery of Fuel Requirements for NPC-HO was considered the "single calculated and responsive bid" thereof;


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.
Twenty-Four (24) Months Supply & Delivery of Fuel Requirements for NPC-HO
Contract No. LOG MSSP 2021-03-015-GRJ

SIGNED IN THE PRESENCE OF:


(SUPPLIER)


ELOIDA C. LEONA
Acting Sr. Dept. Manager, Admin
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance

FILPRIDE RESOURCES INC.
(SUPPLIER)

BY:


RACHEL GWENE
Operations 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 Twenty-Four (24) Months Supply and Delivery of Fuel Requirements for NPC-HO PR No. HO-WIT21-001 / PB201117-SV00037(PB2);
2. Notice of Award dated 04 March 2021;
3. Post-qualification Report dated 19 February 2021;
4. Bid Opening Report dated 10 February 2021;
5. Supplier's Proposal (Eligibility/Technical & Financial Components) dated 09 February 2021;
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 former 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:

A door-to-door supply and delivery on staggered basis of 258,764 liters of Biodiesel Fuel (composed of 98% diesel and 2% CME and 134,934 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 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 by the Department of Energy (DOE) and Philippine National Standards (PNS) - PNS/DOE QS 004:2017 for Automotive Diesel Oil and PNS/DOE QS 008:2018 for E-Gasoline (Premium);

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;

Supplier shall be responsible for the implementation of safety rules practices and regulations during delivery and transferring of fuel to NPC-HO

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NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance


ELOIDA C. LEONA
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(NPC)



(SUPPLIER)

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ALEXANDER P. JAPON
Vice President, Admin and Finance

SIGNED IN THE PRESENCE OF:


ELOIDA C. LEONA
Acting Sr. Dept. Manager, Admin
(NPC)

FILPRIDE RESOURCES INC.
(SUPPLIER)
BY:


RACHEL G. INERE
Operations Manager

Gas Station. Any untoward incidents resulting to injury or damage to persons and property due to unsafe practices shall be for the account of the Supplier;

Supplier shall warrant that its fuel tank truck/lorry including all its tools/equipment/appurtenances used for delivering and transferring 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;

Supplier shall be responsible for all accidents attributable to the Supplier's tools/equipment/appurtenances 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;

The Supplier/Contractor 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

Supplier shall clean-up work areas after completion of fuel delivery and transfer from tank truck/lorry to NPC-HO Gas Station.

ARTICLE III
CONTRACT PERIOD AND LOCATION

The contract period shall be twenty-four (24) months period. 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 actual contract price and payment shall be guided by the provision of Section VI-Clause TS Item 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 from receipt of the faxed/emailed copy of Advice to Deliver/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 from receipt of the faxed/emailed copy of the Advice to Deliver/Request for Fuel Delivery duly confirmed and noted as officially received by the Supplier.

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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 **PHILIPPINE PESOS SIXTEEN MILLION THREE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED EIGHTY NINE PESOS & 12/100 (Php 16,335,289.12) ONLY.**

The Fuel to be supplied and delivered by the SUPPLIER are contained in Annex "A".

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

ARTICLE VI
PERFORMANCE SECURITY

To guarantee the faithful performance of its obligations under the Contract, SUPPLIER shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security (penalty bond) in favor of NPC in an amount equivalent to five percent (5%) of the Total Contract Price in the form of cash, cashier's/manager's check, bank draft/guarantee issued by a reputable local Universal or Commercial Bank, or irrevocable letter of credit issued by a reputable local 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; or in amount equal to thirty percent (30%) of the Total Contract Price in the form of 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 or submission of Performance Securing Declaration. The Insurance Company that will issue the Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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Rev. No. 0
Sheet 4 of 9

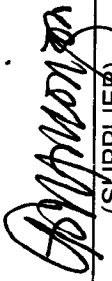
SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance


ELOIDA C. LEONA
Acting Sr. Dept. Manager, Admin
(NPC)


(SUPPLIER)

FILPRIDE RESOURCES INC.
(SUPPLIER)

BY:


RACHEL G. INERE
Operations Manager

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, the Procuring Entity 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 percent (1%) 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%), the Procuring Entity may rescind or terminate the Contract pursuant to Section IV-GCC Clause 23, without prejudice to other courses of action and remedies open to it.

ARTICLE VIII
WARRANTY CLAUSE

SUPPLIER hereby warrants that he or his 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 he or his 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 him 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, he 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


SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance


ELOIDA C. LEONA
Acting Sr. Dept. Manager, Admin
(NPC)


(SUPPLIER)

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FILPRIDE RESOURCES INC.
(SUPPLIER)

BY:


RACHEL G. INERE
Operations Manager

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).

ARTICLE IX
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 X
CONTRACT EFFECTIVITY

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

ARTICLE XI
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 shall be exclusively in the proper court of Quezon City, Philippines, only.

SIGNED IN THE PRESENCE OF:


(SUPPLIER)


ELOYDA C. LEONA
Acting Sr. Dept. Manager, Admin
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance


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Contract No. LOG MSSP 2021-03-015-GRJ

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 5th day of May, 2021 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

**FILPRIDE RESOURCES INC.
(SUPPLIER)**

By:


ALEXANDER P. JAPON
Vice President, Admin & Finance

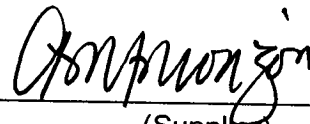
By:


RACHEL G. INERE
Operations Manager

SIGNED IN THE PRESENCE OF:



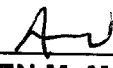
ELOIDA C. LEONA
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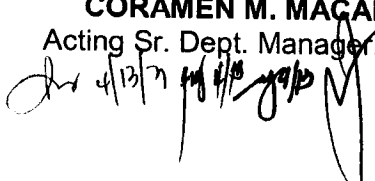


(Supplier)

Handwritten notes:
Supplier Representative

FUNDS AVAILABLE:


CORAMEN M. MACALINAO
Acting Sr. Dept. Manager, Finance



FUNDS AVAILABLE
2021
CC# 2603978

Handwritten notes:
OMA and Non-OMA
Pr 6,064,196.32
OMA - 2,425,678.53 (45%)
Non-OMA - 3,638,517.79 (60%)
Pr 6,064,196.32

2022
Per attached signed COI # FPD-22-03-5471 P 3,267,057.84 (OMA)
Per attached signed COI # FPD-22-03-5470 P 4,900,586.76 (NON-OMA)
2023
Per attached signed COI # FPD-23-03-5368 P 841,579.28 (OMA)
Per attached signed COI # FPD-23-03-5367 P 1,262,068.92 (NON-OMA)

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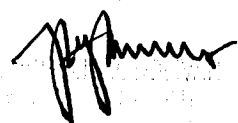
REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this ____ day of _____, 2021, personally appeared **MS. RACHEL G. INERE**, Operations Manager, **FILPRIDE RESOURCES INC.** with Identification Document in the form of _____, issued by _____ at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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 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, 2021
IBP Lifetime No.: _____
PTR No.: _____



Doc. No. 09 ;
Page No. 19 ;
Book No. XVI ;
Series of 2021.

Contract between NPC and Filpride Resources Inc.
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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 _____ day of _____, 2021, personally appeared **MR. ALEXANDER P. JAPON**, Vice President, Admin and Finance, **NATIONAL POWER CORPORATION**, with Identification Document in the form of Company ID No. APW1300013, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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, 2021
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 384 ;
Page No. 77 ;
Book No. 230 ;
Series of 2021.

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBP AR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22

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Vice President, Admin and Finance

SIGNED IN THE PRESENCE OF:



ELOIDA C. LEONA

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(NPC)

FILPRIDE RESOURCES INC.
(SUPPLIER)

BY:



RACHEL G. INERE

Operations Manager

ANNEX A

TWENTY-FOUR (24) MONTHS SUPPLY & DELIVERY OF FUEL REQUIREMENTS FOR NPC-HO

PR NO. HO-WIT21-001 / PB201117-SV00037

DESCRIPTION	QUANTITY	TOTAL AMOUNT
1 Biodiesel Fuel	258,764 liters	9,162,548.60
2 E-10 Gasoline Fuel	134,934 liters	7,172,740.61
TOTAL		16,335,289.21

Note: Total Contract Price is inclusive of the Twelve Percent (12%) E-VAT