

CONTRACT NO. LOG MSSP 2023-01-005-MDC

FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2023 (LOT 18-BOHOL MINI GRID & LOT 19-EASTERN MINDANAO) HO-FMG23-002 / PB221206-JL00437

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 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 -

EDAMI ENTERPRISES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Gecale Compound, Trinidad Greenhills, Ma-a, Davao City, Philippines herein represented by its Owner/Proprietor, MR. EDNULFO M. ANCAJAS, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR;

WITNESSETH : That -

WHEREAS, on 17 November 2022, NPC posted the Invitation to Bid for the Public Bidding for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023;

WHEREAS, there were four (4) prospective bidders who secured the Bidding Documents and participated in the Public Bidding conducted on 06 December 2022 on the aforesaid undertaking;

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023 (Lot 18-Bohol Mini Grid & Lot 19-Eastern Mindanao) was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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 Edami Enterprises Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023 (Lot 18-Bohol Mini Grid & Lot 19-Eastern Mindanao) Contract No. LOG MSSP 2023-01-005-MDC

EDAMI ENTERPRISES (CONTRACTOR) BY: EDNULFO M. ANCAJAS Owner/Proprietor

SIGNED IN THE PRESENCE OF: CECILIA D. ANCAJAS (CONTRACTOR)

ALEXANDER P. JAPON Vice President, Admin and Finance (NPC)

NATIONAL POWER CORPORATION (NPC) BY: FERNANDO MARTIN Y. ROXAS President and CEO

EDAMI ENTERPRISES

(CONTRACTOR)

*[Signature]*  
EDNUELO M. ANCAJAS  
Owner/Proprietor

BY:

SIGNED IN THE PRESENCE OF:

*[Signature]*  
CRISTINA D. ALCANTAS  
(CONTRACTOR)

ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

*[Signature]*  
FERNANDO MARTIN Y. ROXAS  
President and CEO

**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 Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023 (Lot 18-Bohol Mini Grid & Lot 19-Eastern Mindanao) (PR No. HO-FMG23-002 / PB221206-JL00437);
2. Notice of Award dated 18 January 2023;
3. Post-qualification Report dated 06 January 2023;
4. Bid Opening Report dated 06 December 2022;
5. Contractor's bid proposal dated 01 December 2022;
6. Notice to Proceed; and
7. The Performance Security to be filed by CONTRACTOR 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**

Hauling services of oil-based fuel as specified herein is summarized as follows:

1. Supply of labor, supervision and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract;
2. Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler's pick-up point and at the recipient plant;
3. Receipt of fuel to be withdrawn and hauled from Supplier's designated source/pick-up location and safe delivery of the same to the designated NPC recipient plant;
4. Transfer of fuel from tanker/tank truck/drums to the fuel storage tanks at the receiving plants; and
5. In case of packaged fuel deliveries (drums) to recipient power plants without fuel storage tank, Contractor/Hauler shall provide and retain sufficient number of container drums for the plants' utilization. Retrieval of empty container drums from the recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

**ARTICLE III**  
**CONTRACT PERIOD AND LOCATION**

The contract period shall be one (1) year from the date of issuance of the Notice to Proceed (NTP) or until the contracted volume of fuel to be hauled if fully

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EDAMI ENTERPRISES

(CONTRACTOR)

BY:

*[Signature]*  
EDMILFO WANCAJAS  
Owner/Proprietor

served.

The delivery points and pick-up points for fuel hauling services are at various locations as indicated in the Bidding Documents.

**ARTICLE IV  
PAYMENT**

For and in consideration of the hauling services to be undertaken by CONTRACTOR as specified in Article II hereof, NPC shall pay CONTRACTOR in the amount of and not exceeding **PHILIPPINE PESOS SEVEN MILLION SIXTY FOUR THOUSAND NINE HUNDRED NINETY ONE (PHP 7,064,991.00)** as reflected in Annex A.

The total contract price is expected to be fully served within the contract term. However, should there still be an available amount and volume left 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 one (1) year after the end of the contract term.

**ARTICLE V  
PERFORMANCE SECURITY**

To guarantee the faithful performance of the Contractor's obligation under this Contract, the Contractor 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.
- c. Performance Securing Declaration.

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 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 CONTRACTOR to perform its contractual

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SIGNED IN THE PRESENCE OF:

*[Signature]*  
CELESTINA S. ANCAJAS  
(CONTRACTOR)

*[Signature]*  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

*[Signature]*  
FERNANDO MARTIN Y. ROSAS  
President and CEO

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EDAMI ENTERPRISES

(CONTRACTOR)

BY:   
EDNULFO M. ANCAJAS  
Owner/Proprietor

PRESENCE OF:

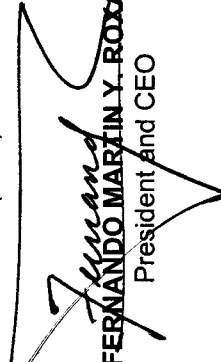
  
CHRISTINA D. ANCAJAS  
(CONTRACTOR)

SIGNED IN THE

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION

(NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

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 Contractor'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 CONTRACTOR and/or its bondsmen.

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

**ARTICLE VI**  
**LIQUIDATED DAMAGES**

Should CONTRACTOR 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, 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 VII**  
**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 VIII**  
**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 Contractor 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 Contractor 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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EDAMI ENTERPRISES

(CONTRACTOR)

BY:

  
EDUL F. M. ANCAJAS  
Owner/Proprietor

**ARTICLE IX  
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 Contractor, 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 Contractor 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 Contractor in the submission of documents, or suppression of material facts, which if known could have disqualified the Contractor 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 X  
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 CONTRACTOR. 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 XI  
WARRANTY CLAUSE**

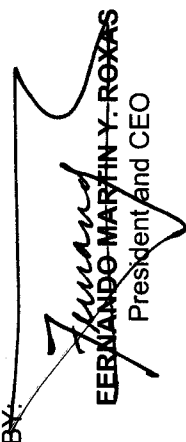
CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer or NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR 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 prosecution; 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 any action for violation of R.A.

SIGNED IN THE PRESENCE OF:

  
CRISTINA D. ANCAJAS  
(CONTRACTOR)

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

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EDAMI ENTERPRISES  
(CONTRACTOR)

BY:

*[Signature]*  
EDNULFO M. ANCARAS  
Owner/Proprietor

No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XII**  
**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 XIII**  
**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:

*[Signature]*  
CELESTINA A. ANCARAS  
(CONTRACTOR)

*[Signature]*  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

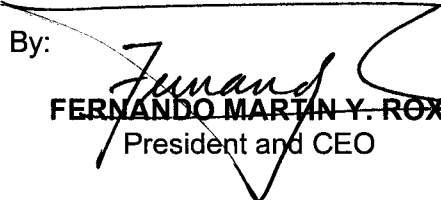
NATIONAL POWER CORPORATION  
(NPC)

*[Signature]*  
FERNANDO MARTIN Y. ROXAS  
President and CEO

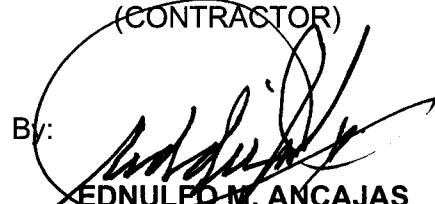
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Contract No. LOG MSSP 2023-01-005-MDC

IN WITNESS WHEREOF, the parties hereto have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION**  
(NPC)

By:   
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

**EDAMI ENTERPRISES**  
(CONTRACTOR)

By:   
**EDNOLFO M. ANCAJAS**  
Owner/Proprietor

SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
Vice President, Admin & Finance  
(NPC)

  
**CELESTINA D. ANCAJAS**  
(CONTRACTOR)

FUNDS AVAILABLE

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

(M)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2023
JOB ORDER	60511-0065 (51)
COST CENTER	230351X
AMOUNT	P 7,064,991.4

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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 FEB 27 2023, 2023, 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 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, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

**ATTY. JASON G. DE BELEN**  
Roll No. 36259  
Adm. No. NP-070 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2023  
No. 7M Sgt. Borromeo St. cor. Panay Ave., Q.C.  
IBP No. 259495; Q.C.; 1-3-2023  
PTR No. 4007196; Q.C.; 1-3-2023  
MCLE VII-0019570; 5-30-22

Doc. No. 225 ;  
Page No. 45 ;  
Book No. 324 ;  
Series of 2023.

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Eastern Mindanao)  
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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 \_\_\_\_\_, 2023, personally appeared **MR. EDNULFO M. ANCAJAS**, Owner/Proprietor, **EDAMI ENTERPRISES**, Identification Document in the form of Government ID No. <sup>Davao's License</sup> LOT-65-014349, issued at Davao City, on 11/16/2022, 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 Company 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. 237 ;  
Page No. 49 ;  
Book No. 07 ;  
Series of 2023.

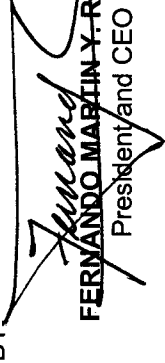



*Marionne Josephas M. Reta*  
**MARIONNE JOSEPHAS M. RETA**  
Notary Public  
2nd Flr. LYP Bldg. Villa Abrille Davao City  
Roll No. 67312  
PTR O.R. No. 7778534 - 12/20/22  
IBP O.R. No. \_\_\_\_\_  
Valid until Dec. 2023  
marionnereta@davao.com

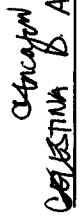
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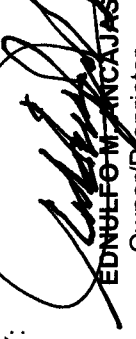
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Rev. No. 0  
Sheet 9 of 9

NATIONAL POWER CORPORATION  
(NPC)

BY:   
**FERNANDO MARTIN Y. ROXAS**  
 President and CEO

SIGNED IN THE PRESENCE OF:  
  
**ALEXANDER P. JAPON**  
 Vice President, Admin and Finance  
 (NPC)

  
**CRISTINA B. ANCAJAS**  
 (CONTRACTOR)

EDAMI ENTERPRISES  
 (CONTRACTOR)  
  
**EDNELFO M. ANCAJAS**  
 Owner/Proprietor

ANNEX A

FUEL HAULING SERVICES FOR  
 SPUG POWER PLANTS & BARGES FOR CY 2023

EDAMI ENTERPRISES					
RECIPIENT PLANT	Fuel Volume to be Hauled for CY2023 (Liters)	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)
<b>Lot 18 - Bohol Mini-Grid</b>					
1 Bagongbanwa DPP	37,000	5.9200	0.7104	6.6304	245,325.00
2 Balicasag DPP	53,000	6.0800	0.7296	6.8096	360,909.00
3 Batasan DPP	17,000	5.9160	0.7099	6.6259	112,640.00
4 Bilangbilangan DPP	8,000	5.9100	0.7092	6.6192	52,954.00
5 Cuaming DPP	69,000	6.0850	0.7302	6.8152	470,249.00
6 Hambongan DPP	18,000	5.9200	0.7104	6.6304	119,347.00
7 Mantatao DPP	23,000	6.0820	0.7298	6.8118	156,671.00
8 Mocaboc DPP	14,000	5.9200	0.7104	6.6304	92,826.00
9 Pamilacan DPP	52,000	6.0750	0.7290	6.8040	353,808.00
10 Pangapasan DPP	11,000	5.9150	0.7098	6.6248	72,873.00
11 Ubay DPP	7,000	5.9150	0.7098	6.6248	46,374.00
12 Cabul-an DPP	83,000	6.3890	0.7667	7.1557	593,923.00
13 Bilangbilangan II DPP	31,000	5.9210	0.7105	6.6315	205,577.00
14 Cataban DPP	11,000	5.8850	0.7062	6.5912	72,503.00
15 Gaus DPP	15,000	6.7700	0.8124	7.5824	113,736.00
16 Hingotanan DPP	40,000	5.9200	0.7104	6.6304	265,216.00
17 Malingin DPP	17,000	5.8900	0.7068	6.5968	112,146.00
18 Maomaan DPP	18,000	5.8900	0.7068	6.5968	118,742.00
19 Sagasa DPP	17,000	5.8900	0.7068	6.5968	112,146.00
<b>Total Lot 18</b>	<b>541,000</b>				<b>3,677,965.00</b>
<b>Lot 19- Eastern Mindanao</b>					
1 Tailoud DPP	521,000	5.5300	0.6636	6.1936	3,226,866.00
2 Sarangani DPP	26,000	5.5000	0.6600	6.1600	160,160.00
<b>Total Lot 19</b>	<b>547,000</b>				<b>3,387,026.00</b>
<b>TOTAL</b>	<b>1,088,000</b>				<b>7,064,991.00</b>