

NATIONAL POWER CORPORATION  
(NPC)

SIGNED IN THE PRESENCE OF:

SEAOIL PHILIPPINES, INC.  
(SUPPLIER)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO

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

*[Signature]*  
JOHN KARLA GERONIMO  
(SUPPLIER)

BY:

CHRISTIAN ARVIN G. TOLENTINO  
Industrial Sales Business Development Supervisor

performance bond shall not preclude NPC from collecting liquidated damages as provided under this clause.

The provision for liquidated damages shall not prevent NPC from exercising its right to take over from the SUPPLIER the procurement of the contracted oil.

**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 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.

Contract between NPC and Seaoil Philippines, Inc.  
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for  
CY 2023 (Lots 4 & 5)  
Contract No. LOG MSSP 2023-08-068-NIY

**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.

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

**NATIONAL POWER CORPORATION**  
(NPC)

**SEAOIL PHILIPPINES, INC.**  
(SUPPLIER)

By:


By:

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

  
**CHRISTIAN ARVIN G. TOLENTINO**  
Ind'l. Sales Business Dev't. Supervisor

SIGNED IN THE PRESENCE OF:

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

  
**JOHN KARLO GERONIMO**  
(SUPPLIER)

**FUNDS AVAILABLE**

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

Non-oma (M)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2023
JOB ORDER	GL 512/10670
COST CENTER	2703578
AMOUNT	₱ 10,473,282.00

Contract between NPC and Seoail Philippines, Inc.  
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CY 2023 (Lots 4 & 5)  
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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 SEP 07 2023, 2023, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification 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.: \_\_\_\_\_

Doc. No. 154 ;  
Page No. 32 ;  
Book No. 2 ;  
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  
MCLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Diliman, Quezon City

Contract between NPC and Seaoil Philippines, Inc.  
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for  
CY 2023 (Lots 4 & 5)  
Contract No. LOG MSSP 2023-08-068-NIY

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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of **AUG 25 2023** 2023, personally appeared **MR. CHRISTIAN ARVIN G. TOLENTINO**, Industrial Sales Business Development Supervisor, **SEOIL PHILIPPINES, INC.**, with Identification Document in the form of Phil Drivers License, issued by LTO at Quezon City, on Sept 27, 2021, 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. 10 ;  
Page No. 03 ;  
Book No. XV ;  
Series of 2023.

  
**ATTY. MICHAEL JOSEPH C. CAPINPIN**  
Notary Public for Quezon City  
Valid Until December 31, 2023  
PTR No. 3916671 / 01-03-2023  
IBP Life Time No. 8330  
Roll No. 56499  
MCLE Compliance No. VII-0018874  
Valid Until April 14, 2025  
Adm. Matter NP 119 (2022-2023)  
101 Malakas Lane Brgy. Central Q.C.

Contract between NPC and Seoil Philippines, Inc.  
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for  
CY 2023 (Lots 4 & 5)  
Contract No. LOG MSSP 2023-08-068-NIY

NATIONAL POWER CORPORATION  
(NPC)

BY:

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

SIGNED IN THE PRESENCE OF:

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

**JOHN KARLO GERONIMO**  
(SUPPLIER)

BY:

SEOIL PHILIPPINES, INC.  
(SUPPLIER)

**CHRISTIAN ARVIN G. TOLENTINO**

Industrial Sales Business Development Supervisor

ANNEX A

DIESEL-FIRED ENGINE  
MEDIUM SPEED

SPUG POWER PLANTS AND BARGES

SEOIL PHILIPPINES, INC.

POWER PLANT	Contract Quantity (Liters)	Bid (PhP/Liter)	Excise Tax (PhP/Liter)	Delivery Cost (PhP/Liter)	Delivered Price (PhP/Liter)	Total Contract Price (PhP)
<b>MINDANAO</b>						
<b>LOT 4 - PB 108</b>						
1 Daihatsu (Main Engine)	24,360	97.1363	10.0000	13.0037	134.5568	3,277,804
2 Daihatsu (Rocker Arm)	8,400	94.8985	10.0000	13.0037	132.0505	1,109,224
<b>LOT 5 - PB 119</b>						
1 Daihatsu (Main Engine)	36,120	97.1363	10.0000	12.5763	134.0781	4,842,901
2 Daihatsu (Rocker Arm)	9,450	94.8985	10.0000	12.5763	131.5718	1,243,353
<b>TOTAL</b>	<b>78,330</b>					<b>10,473,282</b>