

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)



GULF OIL PHILIPPINES, INC.  
(SUPPLIER)

BY:

**ROGEL T. TRINIDAD**  
Business Manager



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 Gulf Oil Philippines, Inc.  
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for  
CY 2023 (Lubang DPP & Others)  
Contract No. LOG MSSP 2023-09-077-NIY

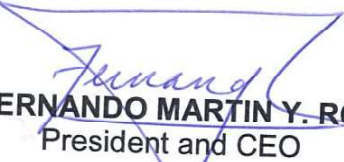
**ARTICLE XI**  
**VENUE OF ACTION**

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 29<sup>th</sup> day of SEPTEMBER, 2023 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION**  
(NPC)

**GULF OIL PHILIPPINES, INC.**  
(SUPPLIER)

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

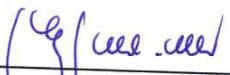
By:   
**ROGEL T. TRINIDAD**  
Business Manager

SIGNED IN THE PRESENCE OF:

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

  
**DIANE RESINE DELGADO**  
(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	: ₱ 9,306,434.00

Contract between NPC and Gulf Oil Philippines, Inc.  
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for  
CY 2023 (Lubang DPP & Others)  
Contract No. LOG MSSP 2023-09-077-NIY

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of SEP 29 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.

Doc. No. 326 ;  
Page No. 67 ;  
Book No. 2 ;  
Series of 2023.

Notary Public  
Until December 31, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

**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  
ACLE 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 Gulf Oil Philippines, Inc.  
Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for  
CY 2023 (Lubang DPP & Others)  
Contract No. LOG MSSP 2023-09-077-NIY



NATIONAL POWER CORPORATION  
(NPC)

BY:

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

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

**DIANE RESINE DELGAPO**  
(SUPPLIER)

SIGNED IN THE PRESENCE OF:

GULF OIL PHILIPPINES, INC.  
(SUPPLIER)

BY:

**ROGEL T. TRINIDAD**  
Business Manager

**ANNEX A**

**SCHEDULE IA-DIESEL-FIRED ENGINE  
HIGH SPEED  
SPUG POWER PLANTS & BARGES**

Power Plant	Contract Quantity Liters	BID PRICE (Results of Bidding)			Total Contract Price PhPesos
		Bid	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	
		PhP/Liter	PhP/Liter	PhP/Liter	
LUZON					
MINDORO					
PER PLANT					
1 Lubang DPP	7,980	95.0000	10.0000	4.3750	977,550
<b>SUB-TOTAL</b>					<b>977,550</b>

**GULF OIL PHILIPPINES, INC.**

Power Plant	Contract Quantity Liters	BID PRICE (Results of Bidding)			Total Contract Price PhPesos
		Bid	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	
		PhP/Liter	PhP/Liter	PhP/Liter	
MINDANAO					
WESTERN MINDANAO					
PER PLANT					
1 Mapun DPP	1,890	95.0000	10.0000	25.8929	277,074
2 Languyan DPP	630	95.0000	10.0000	19.1071	87,570
3 Siasi DPP	5,880	95.0000	10.0000	19.1071	817,320
4 Sacol DPP	2,310	95.0000	10.0000	19.1071	321,090
<b>SUB-TOTAL</b>					<b>1,503,054</b>
<b>TOTAL</b>					<b>2,480,604</b>