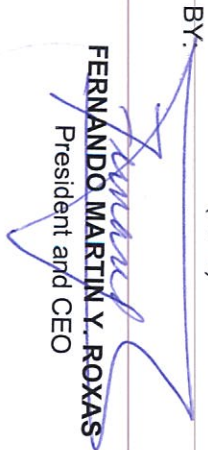


NATIONAL POWER CORPORATION
(NPC)

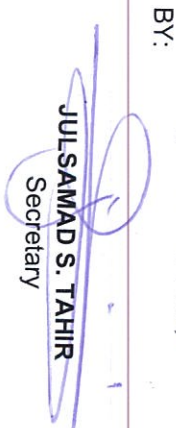
SIGNED IN THE PRESENCE OF:

MEDZAR SHIPPING LINES
(CONTRACTOR)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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


Phil Adam E. Santos
(CONTRACTOR)

BY: 
JULSAMAD S. TAHIR
Secretary

CONTRACT NO. LOG MSSP 2023-03-024-MDC

FUEL HAULING SERVICES FOR SPUG
POWER PLANTS AND BARGES FOR CY 2023
(LOT 22 - SULU & LOT 23 - TAWI-TAWI)
HO-FMG23-002 / PB221206-JL00437(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 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 -

MEDZAR SHIPPING LINES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1018 2nd St., Aurora Village, Tumaga, Zamboanga City, Philippines herein represented by its Secretary, **MR. JULSAMAD S. TAHIR**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**;

WITNESSETH : That -

WHEREAS, on 01 February 2023, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023;

WHEREAS, there were five (5) prospective bidders who secured the Bidding Documents and participated in the 2nd Public Bidding conducted on 28 February 2023 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 22 - Sulu & Lot 23 - Tawi-Tawi) 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:

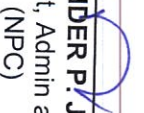
Contract between NPC and Medzar Shipping Lines
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023
(Lot 22 - Sulu & Lot 23 - Tawi-Tawi)
Contract No. LOG MSSP 2023-03-024-MDC
Rev. No. 0
AFG-LOG-007.F01
Sheet 1 of 9

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO



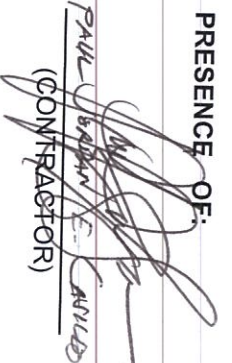
ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)



BY:

JULSAMAD S. TAHIR
Secretary

PAUL BRADAN JE. AVILAS
(CONTRACTOR)



DOCUMENTS COMPRISING THE CONTRACT

ARTICLE I

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 (PR No. HO-FMG23-002/PB221206-JL00437(PB2));
2. Notice of Award dated 21 March 2023;
3. Supplemental/Bid Bulletin Nos. 1-4 dated 06, 10, 17 and 21 February 2023;
4. Post-qualification Report dated 13 March 2023;
5. Bid Opening Report dated 28 February 2023;
6. Contractor's bid proposal dated 14 February 2023;
7. Notice to Proceed; and
8. 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

Fuel Hauling services as specified herein is summarized as follows:

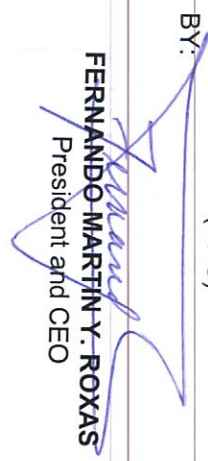
1. Supply of labor, supervision and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract;
2. Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler's pick-up point and at the recipient plant;
3. Receipt of fuel 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.

74

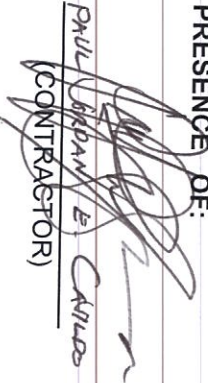
NATIONAL POWER CORPORATION
(NPC)

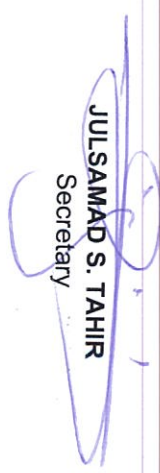
SIGNED IN THE PRESENCE OF:

MEDZAR SHIPPING LINES
(CONTRACTOR)

BY: 
FERNANDO MARTIN-Y. ROXAS
President and CEO

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


PAUL JAPON & CARLOS
(CONTRACTOR)

BY: 
JULSAMAD S. TAHIR
Secretary

**ARTICLE III
CONTRACT PERIOD AND LOCATION**

The contract period shall be nine (9) months from the date of issuance of the Notice to Proceed (NTP) or until the contracted volume of fuel to be hauled is fully served.
The delivery points and pick-up points for fuel hauling services are at various locations as indicated in the Section VII-Schedule of Requirements of the Bidding Documents.

**ARTICLE IV
PICK-UP, DELIVERY, NUMBER OF LITERS AND AMOUNT**

The delivery point, number of liters per plants and amount are provided in Annex A of this contract.

**ARTICLE V
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 ONE HUNDRED SIXTY THREE MILLION SEVEN HUNDRED NINE THOUSAND TWENTY AND 60/100 (PHP 163,709,020.60)** 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 VI
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

(NPC)

(CONTRACTOR)

BY:

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

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

PAUL ESPANAN E. CASIRO
(CONTRACTOR)

JULSAMAD S. TAHIR
Secretary

[Signature]

[Signature]

[Signature]

[Signature]

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
AGREEMENT MODIFICATION**

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
LIQUIDATED DAMAGES**

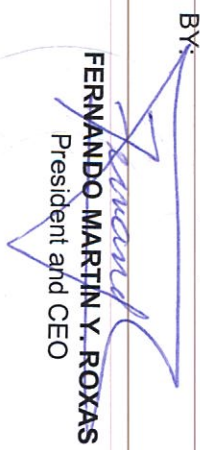
The Performance Security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's acceptance of the last delivery/final acceptance of the project. The Performance Security shall also answer for any damages and expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its contractual 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.

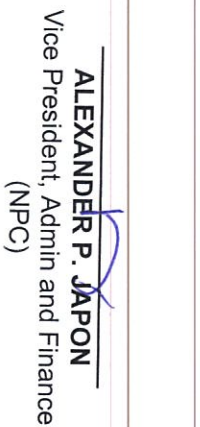
Any extension of the delivery period, which may be granted to the CONTRACTOR, shall be considered as given and any modification of the Contract shall be considered as authorized with the express consent of the surety.

c. Performance Securing Declaration.

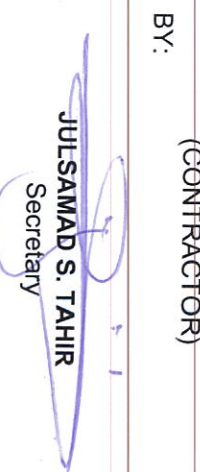
contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO


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


PAUL JOSEPH E. CANLAS
(CONTRACTOR)

BY: 
JULSAMAD S. TAHIR
Secretary

Contract between NPC and Medzar Shipping Lines
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023
(Lot 22 - Sulu & Lot 23 - Tawi-Tawi)
Contract No. LOG MSSP 2023-03-024-MDC
AFG-LOG-007.F01
Rev. No. 0
Sheet 5 of 9

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
RIGHT OF NPC TO TERMINATE 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.

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.

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.

**ARTICLE X
PRE-TERMINATION**

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.

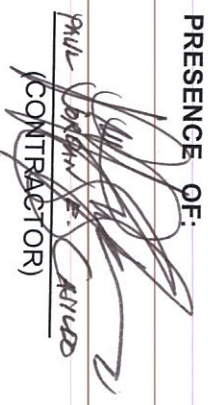
NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The Contractor shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

**ARTICLE IX
SUSPENSION OF WORK**

BY: 

FERNANDO MARTIN Y. ROXAS
President and CEO


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


PHIL BENJAMIN
(CONTRACTOR)

BY: 

JULSAMAD S. TAHIR
Secretary

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.

ARTICLE XIV
VENUE OF ACTION

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
VALIDITY 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. 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
WARRANTY CLAUSE

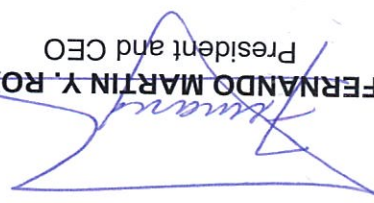
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 07th day of April, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

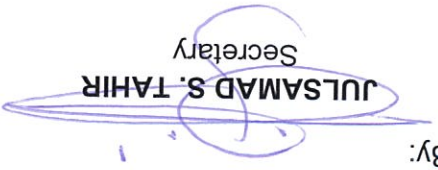
By:



MEDZAR SHIPPING LINES
(CONTRACTOR)

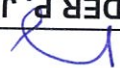
JULSAMAD S. TAHIR
Secretary

By:



SIGNED IN THE PRESENCE OF:

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

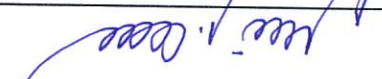


CERTIFIED FUNDS AVAILABLE
PERIOD: 2023
JOB ORDER: 61511-8682
COST CENTER: 2703518
AMOUNT: ₱113,209,020.00

(m)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Sri Department Manager, Finance



REPUBLIC OF THE PHILIPPINES)

) S.S.

QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of APR 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. Botomeo St. cor. Panay Ave., Q.C.

IBP No. 259495; Q.C.; 1-3-2023

PTR No. 4007196; Q.C.; 1-3-2023

MCLE VI-0019570; 5-30-22

Doc. No. 89
Page No. 18
Book No. 399
Series of 2023.

44

Contract between NPC and Medzar Shipping Lines
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2023
(Lot 22 - Sulu & Lot 23 - Tawi-Tawi)
Contract No. LOG MSSP 2023-03-024-MDC

Doc. No. 147
Page No. 31
Book No. 9
Series of 2023.

ACK ONLY

ATY. MATHNIA S. ALI
Notary Public
Zamboanga City, Philippines
No. 2023-177/12-31-24
Notarial Commission
Until December 31, 2023
IBP No. 261261/01-03-2023
IBP No. 261261/01-03-2023
MCL E-Exempt No. VII-BEP004097
PTR No.:

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of APR 17 2023, 2023, personally appeared **MR. JUSAMAD S. TAHIR**, Secretary, **MEDZAR SHIPPING LINES**, Identification Document in the form of Government ID No. 04-12-00276, issued at Z.C., on 11-04 2012, 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 acknowledgedgments 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.

ACKNOWLEDGEMENT

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

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

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

PAUL JOSEPH E. ANAD
(CONTRACTOR)

BY:

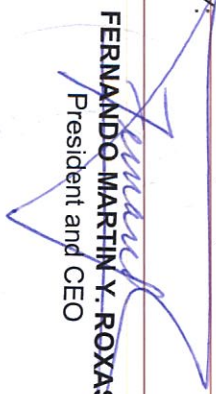
JULSAMAD S. TAHIR
Secretary

ANNEX A

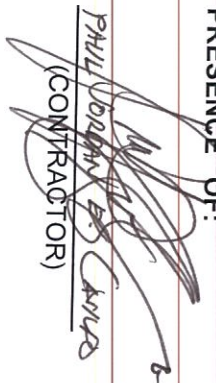
**FUEL HAULING SERVICES FOR
SPUG POWER PLANTS & BARGES FOR CY 2023**

MEDZAR SHIPPING LINES

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)
MINDANAO					
Lot 22 - Sulu					
1 Jolo DPP	10,004,000	8.3204	0.9984	9.3188	93,225,275.20
2 Luuk DPP	28,000	8.6013	1.0322	9.6335	269,738.00
3 Pandami DPP	60,000	11.8776	1.4253	13.3029	798,174.00
4 Pangutaran DPP	376,000	8.6962	1.0435	9.7397	3,662,127.20
5 Siasi DPP	1,136,000	8.6822	1.0419	9.7241	11,046,577.60
6 Lugus DPP	32,000	11.1751	1.3410	12.5161	400,515.20
7 Bucutua DPP	14,000	7.8380	0.9406	8.7786	122,900.40
8 Bulan DPP	9,000	7.7643	0.9317	8.6960	78,264.00
9 Banguigui DPP	3,000	7.1568	0.8588	8.0156	24,046.80
10 Paarol DPP	3,000	7.1482	0.8578	8.0060	24,018.00
11 Bangalaw DPP	4,000	7.1379	0.8565	7.9944	31,977.60
Total Lot 22	11,669,000				109,683,614.00
Lot 23 - Tawi-Tawi					
1 Balmbing DPP	317,000	12.3576	1.4829	13.8405	4,387,438.50
2 Languyan DPP	177,000	9.3549	1.1226	10.4775	1,854,517.50
3 Manuk Mankaw DPP	111,000	13.8936	1.6672	15.5608	1,727,248.80
4 Sibutu DPP	307,000	15.1347	1.8162	16,9509	5,203,926.30
5 West Simunul DPP	523,000	13.5850	1.6302	15,2152	7,957,549.60
6 Sitangkay DPP	700,000	15.4626	1.8555	17.3181	12,122,670.00

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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


PHIL UYAPAN
(CONTRACTOR)

BY: 
JULSAMAD S. TAHIR
Secretary

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

MEDZAR SHIPPING LINES

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)
7 Tandubanak DPP	378,000	15.4657	1.8559	17.3216	6,547,564.80
8 Tandubas DPP	382,000	9.3751	1.1250	10.5001	4,011,038.20
9 Tabawan DPP	26,000	12.4879	1.4985	13.9864	363,646.40
10 Mapun DPP	513,000	16.1753	1.9410	18.1163	9,293,661.90
11 Taganak DPP	29,000	17.1227	2.0547	19.1774	556,144.60
TOTAL	15,132,000				54,025,406.60
					163,709,020.60

ANNEX A