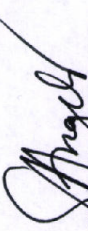


MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)


SHEILA S. ANGELES
General Manager

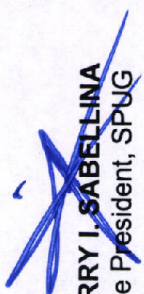
SIGNED IN THE PRESENCE OF:

BY:


HERNANDO S. SPREAFICO
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY I. SABELLINA
Vice President, SPUG

CONTRACT NO LOG MSSP 2023-03-029-NIY

**OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT
NO. 1**

(P.R. No. S2-VOD23-007 / PB230307-NA00079)

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 Office Building Complex, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines herein represented by its Vice-President for SPUG, **MR. LARRY I. SABELLINA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

MAGNIFICENT SHIPMANAGEMENT CORPORATION, a Corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at G/F, Knights of Rizal Building, Bonifacio Drive, Port Area, Manila, Philippines represented herein by its General Manager, **MS. SHEILA S. ANGELES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, NPC needs a **CONTRACTOR** to operate and maintain NPC Tugboat No. 1 for the period of one (1) year;

WHEREAS, on 14 February 2023, NPC posted the Invitation to Bid for the Procurement for the Operation and Maintenance (O/M) of NPC Tugboat No. 1;

WHEREAS, in the Public Bidding conducted on 07 March 2023 for the Operation and Maintenance (O/M) of NPC Tugboat No. 1, only one (1) prospective bidder secured the bid documents and participated on the aforesaid undertaking;

WHEREAS, NPC accepted the offer of the **CONTRACTOR** for the said undertaking;

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)


SHEILA S. ANGELES
General Manager

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulation hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made integral part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. NPC's Bid Documents for the Public Bidding;
 - a. Invitation to Bid
 - b. Instruction to Bidders
 - c. Bid Data Sheet
 - d. General Conditions of Contract
 - e. Special Conditions of Contract
 - f. Technical Specifications
 - g. Schedule of Requirements
 - h. Bidding Forms
2. Contractor's bid proposal dated 07 March 2023;
3. Bid Opening Report dated 10 March 2023 and Post Qualification Report dated 17 March 2023;
4. Notice of Award dated 31 March 2023;
5. Notice to Proceed; and
6. Performance Security to be filed by CONTRACTOR in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

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 document with the latest date shall prevail.

ARTICLE II
SCOPE OF WORKS

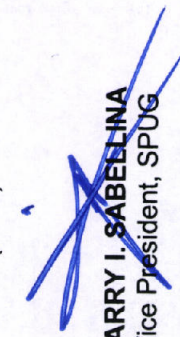
The works and services to be performed by the CONTRACTOR under this contract shall essentially consist of but not limited to the following:

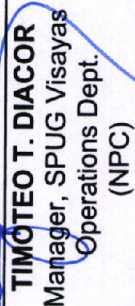
Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY


SIGNED IN THE PRESENCE OF:

BY: 
HERNANDO S. PREVEGA
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY: 
LARRY I. SABELLINA
Vice President, SPUG


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

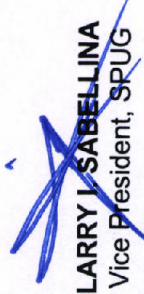

SHEILA S. ANGELES
General Manager


SIGNED IN THE PRESENCE OF:

BY:


HERNANDO CEREVEGA
(CONTRACTOR)

BY:


LARRY SABELLINA
Vice President, SPUG


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

1. CONTRACTOR shall operate and maintain the NPC Tugboat No. 1 for the period of twelve (12) months including the supply and supervision of twelve (12) MARINA qualified manpower/crew, as follows:


<u>Deck Department</u>	<u>Engine Department</u>
1 - Tug Master	1 - Chief Engine Officer
1 - Chief Officer	1 - 2 nd Engine Officer
1 - Deck Officer	1 - Engine Officer
3 - Ratings	3 - Ratings

The crew shall man the NPC Tugboat No.1 for twenty four (24) hours a day, seven days (7) a week on a shifting schedule. A weekly shifting schedule must be provided to NPC for monitoring purposes.

- No repairs, replacement of parts and permanent improvements shall be made to the NPC Tugboat No. 1 without the written approval of NPC. Expenses incurred in unauthorized improvements shall be subject to the imposition of applicable sanctions and penalties by NPC.
- All corrective maintenance and repair except structural works (labor only) deemed necessary to avoid future downtime of the NPC Tugboat No. 1 shall be the responsibility of the CONTRACTOR. Said maintenance repair of the NPC Tugboat No. 1 shall be based on the manufacturer's manual.

CONTRACTOR shall abide by all instructions and recommendation of NPC relative to the safe operation and maintenance of the NPC Tugboat No. 1.

- The cost of all spare parts including equipment used to replace damaged/defective items as part of the maintenance and repair to ensure the operability and availability of the NPC Tugboat No.1 shall be for the account of NPC. The spare parts and equipment to be used for replacement of damaged items for the repair and maintenance of the NPC Tugboat No. 1 shall be sourced from the existing stock of NPC.
- CONTRACTOR shall provide the materials and consumables for housekeeping such as water, rags, detergents, paints, thinners, inhibitors and other cleaning materials in the maintenance and operation of the NPC Tugboat No.1 which is attached hereto as **Schedule-1** (see


SHEILA S. ANGELES
General Manager

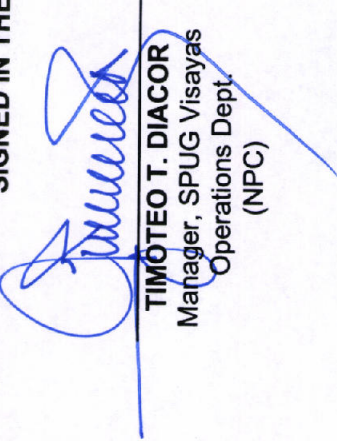
SIGNED IN THE PRESENCE OF:

BY:


HERNANDO SORREÑEIGA
(CONTRACTOR)

BY:



LARRY I. SABELLINA
Vice President, SPUG


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

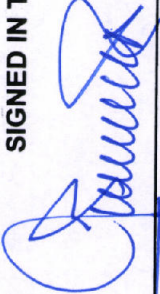
Technical Data Sheets, page VI-TDS-10) and made an integral part of this contract. In addition, the CONTRACTOR shall also provide beddings for the crew and administrative supplies for its use. Every delivery of materials and consumables must be checked and accepted by authorized NPC representative prior to its use.

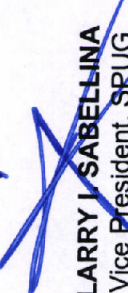
6. CONTRACTOR at their expense shall provide the NPC Tugboat No. 1 crew with working uniform and Safety Personnel Protection Equipment (SPPE). NPC Tugboat No.1 crew shall wear their working uniform and appropriate SPPE on duty which is attached hereto as **Schedule-2** (see Technical Data Sheets, page VI-TDS-10) and made part of this contract.
7. The CONTRACTOR shall be responsible for the implementation of safety rules and procedures in the NPC Tugboat No. 1. Any untoward incident resulting to injury or damage to people and property due to unsafe practices shall be for the account of the CONTRACTOR. All NPC spare parts and equipment available at site shall be counted (inventory) by the NPC and CONTRACTOR representative before and after the contract period.
8. CONTRACTOR shall secure among others, at its own expense the timely submission of valid copies of the following documents required in maintaining the NPC Tugboat No. 1:
 - a) Coastwise License
 - b) Cargo Ship Safety Certificate (CSSC)
 - c) Loadline Certificate
 - d) All other requirements from MARINA and Philippine Coast Guard
9. CONTRACTOR shall provide NPC Tugboat No. 1 services within two (2) days upon receipt of written advice/order from NPC for the towing/movements of power barges and other related services that require the NPC Tugboat No. 1 such as, but not limited to the following:
 - a) Securing the Power Barges during typhoons/emergency situations and deliveries of fuel and spare parts.
 - b) Provide (if necessary), NPC Tugboat No. 1 assistance at the CONTRACTOR's expense for the safe de-mooring and mooring of the NPC barges.

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

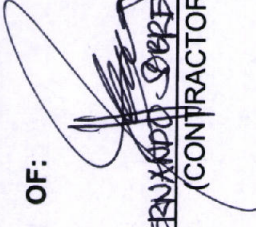

SHEILA S. ANGELES
General Manager

SIGNED IN THE PRESENCE OF:


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)


LARRY J. SABELLINA
Vice President, SPUG

BY:


HERAXIDO SEREVEGA
(CONTRACTOR)

10. NPC may, at its discretion, commercially lease the NPC tugboat No. 1 to private companies on per towing occasions.
11. CONTRACTOR shall submit a monthly status/operation report of the NPC Tugboat No. 1 in accordance with NPC's prescribed format including trouble report with root cause analysis. Trouble report shall be submitted within twenty-four (24) hours upon occurrence.
12. At the end of the Operations and Maintenance Contract, the CONTRACTOR shall return the NPC Tugboat No. 1 in good order and condition with due consideration to normal wear and tear and complete with all the accessories and appurtenances then existing as inventoried.
13. CONTRACTOR shall be made co-assured with NPC Tugboat No. 1 in the insurance to be procured with the Government Service Insurance System (GSIS). As co-assured, CONTRACTOR shall be qualified to a waiver of subrogation absolving it from all possible liabilities arising from damage and/or loss of the NPC Tugboat No. 1 and barges.
14. Neither of the parties herein shall be held liable for damages or any claims arising from causes due to *force majeure* or fortuitous events. For purposes hereof, fire, explosion, earthquake, storm, tidal wave or similar disturbances, volcanic eruption, continuous rain, flood, strike (except those held by any of the CONTRACTOR's employee), war, riot, civil commotion, act of government or other public authorities constitute *force majeure* events.

However, CONTRACTOR is obliged to undertake the repair of any damage to NPC Tugboat No. 1 including salvaging works within their capability brought about by *force majeure*. NPC shall reimburse all expenses incurred by CONTRACTOR by reason thereof excluding the minimum deductible provided under the marine insurance policies which shall be shouldered by the CONTRACTOR.

Should there be any damage and casualty during towing of barges and other navigational activities, deductible shall be for the account of CONTRACTOR as follows:

a) For the Barge	Hull (GSIS)	- Php 600,000.00
	P & I	- Php 600,000.00
b) For the Tugboats	Hull (GSIS)	- Php 600,000.00
	P & I	- Php 600,000.00

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)


SHEILA S. ANGELES
General Manager

In the event that salvage works are beyond the capability of the CONTRACTOR, the latter, in coordination with and approval by the NPC shall secure a third party salvaging CONTRACTOR.

ARTICLE III
CONTRACT PERIOD AND LOCATION

The contract period shall be twelve (12) months reckoned from the receipt of the Notice to Proceed

After satisfactory completion of twelve (12) months contract period for operation and maintenance of the NPC Tugboat 1, the CONTRACTOR shall return the tugboat in good order and condition complete with accessories and appurtenances as turned-over by the NPC to the CONTRACTOR during the start of the contract. The NPC Tugboat 1 mooring site shall be in Mactan, Cebu.

ARTICLE IV
OPERATION AND MAINTENANCE REQUIREMENT

The NPC Tugboat 1 operation shall be in accordance with the CONTRACTOR's standard practices/procedures and the tugboat maintenance/repair shall be based on manufacturer's manual and engineering standards and practices.

The requirement for the NPC Tugboat 1 operating crew shall be MARINA qualified and having experience for such positions for not less than three (3) years.

ARTICLE V
PERFORMANCE REQUIREMENTS


The CONTRACTOR shall satisfactorily meet the requirements specified in Clauses TS-2.0 (Scope of Work) and TS-4.0 (Operation and Maintenance Requirements) and the CONTRACTOR shall maintain the seaworthiness of the vessel/tugboat until completion of the contract.

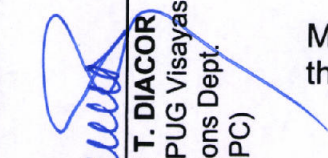
ARTICLE VI
TESTING

Prior to the CONTRACTOR's turn-over of NPC Tugboat No. 1

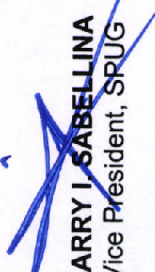
Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

SIGNED IN THE PRESENCE OF:

BY: 
HERNANDO SEPARENEGA
(CONTRACTOR)



TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)


LARRY J. SABELLINA
Vice President, SPUG

BY:

MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)


SHEILA S. ANGELES
General Manager

SIGNED IN THE PRESENCE OF:

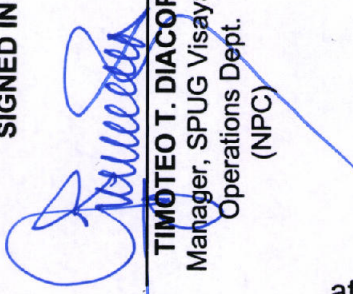
BY:


HERNANDO SOBRENIEGA
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY J. SABELLINA
Vice President, SPUG


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

to NPC at the end of the contract period, the CONTRACTOR together with NPC authorized representative/s (witness) shall conduct the following to assure that NPC Tugboat No. 1 is still in order and in good condition:

1. Operational/running test of NPC Tugboat No. 1
2. Vessel/NPC Tugboat No. 1 inspection/verification including inventory of all equipment, spare parts and/or components at site.

Turn-over Certificate shall be issued only by NPC to the CONTRACTOR upon satisfactory completion of the above and submission of the complete documents as specified hereto in Clause TS-8.0.item b (Document to be Submitted):

ARTICLE VII SPARE PARTS

The spare parts to be used in the maintenance of NPC Tugboat No. 1 shall be sourced from the existing stocks of NPC. However, if not available from the NPC stocks, it shall be sourced by the CONTRACTOR in accordance with Item 4 under Clause TS 2.0 Scope of Work contained in the Technical Specifications.

ARTICLE VIII DOCUMENTS TO BE SUBMITTED UPON COMPLETION OF CONTRACT

1. Test and Inspection Result.
2. Inventories Report

ARTICLE IX GUARANTEE


The CONTRACTOR guarantees the repair and/or replacement, at his cost, all the supplied equipment/parts/components and warrants against defects in design, workmanship and materials for one (1) year after issuance of Acceptance Certificate by NPC.

ARTICLE X PAYMENT

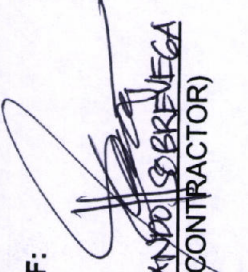
For and in consideration of the services to be undertaken by the

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

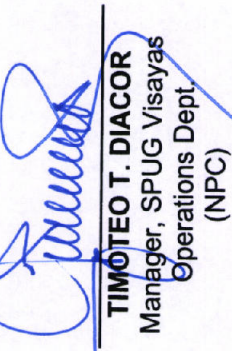
MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)

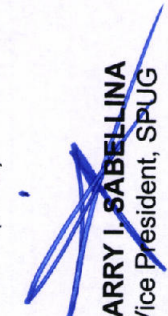

SHEILA S. ANGELES
General Manager

SIGNED IN THE PRESENCE OF:

BY: 
HERNANDO S. BREÑEGA
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

BY: 
LARRY I. SABELLINA
Vice President, SPUG

CONTRACTOR to NPC as specified in Article II hereof, NPC shall pay the CONTRACTOR the amount of **PHILIPPINE PESOS FOUR HUNDRED NINETY NINE THOUSAND NINE HUNDRED SIXTEEN PESOS and 67/100 (PHP 499,916.67)** per month inclusive of VAT or a total amount of **FIVE MILLION NINE HUNDRED NINETY NINE THOUSAND PESOS ONLY (PHP 5,999,000.00)**

Payment for the services to be provided by the CONTRACTOR to NPC for the twelve (12) months contract shall be made on monthly equal payments inclusive of VAT. Payment shall be within thirty (30) days upon NPC's certification of satisfactory performance and CONTRACTOR'S submission of monthly invoice, service reports and other supporting documents required by NPC.

Billings for the replacement of equipment/parts provided by the CONTRACTOR shall be in accordance with Item 4 under Clause TS-2.0, Scope of Work contained in Technical Specifications. Payment shall be supported by the following documents:

1. Letter request to purchase from CONTRACTOR duly approved by NPC's authorized representative/end-user;
2. Original Copy of Invoice; and
3. Certificate of Acceptance from end-user.


ARTICLE XI
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.

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)


SHEILA S. ANGELES
General Manager

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 final acceptance of the item, The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

SIGNED IN THE PRESENCE OF:

BY:


HERNANDO OBREÑEIGA
(CONTRACTOR)

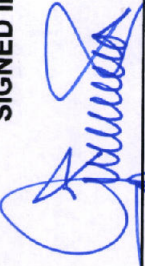
**ARTICLE XII
WARRANTY CLAUSE**

The CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officers and NPC official or employee any consideration or commission for the Contract nor has it or its 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 the service awarded to it (to any official or employee NPC or to the relatives within the 3rd degree of consanguinity or affinity of the NPC officials and employees); that if any commission is being paid to a private person, he shall disclose the name of 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 civil or criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representative and NPC officials/employees involved.

NATIONAL POWER CORPORATION
(NPC)


BY:


LARRY I. SABELLINA
Vice President, SPUG


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)


SHEILA S. ANGELES
General Manager

**ARTICLE XIII
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 XIV
TERMINATION OF CONTRACT**

NPC reserves the right to terminate anytime this Contract for any cause whatsoever. However, a written notice of termination shall be issued by NPC to CONTRACTOR at least thirty (30) days prior to date of termination.

**ARTICLE XV
EFFECTIVITY**

This Contract shall become effective upon the issuance of the Notice to Proceed.

**ARTICLE XVI
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.

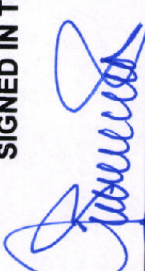
**ARTICLE XVII
VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Quezon City, Philippines.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____, 2023 at Quezon City, Philippines.

SIGNED IN THE PRESENCE OF:

BY: 
HERNANDO S. BRIVEGA
(CONTRACTOR)


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)


LARRY I. SABELLINA
Vice President, SPUG

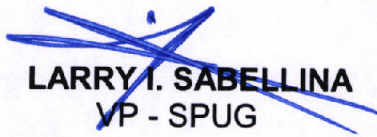
Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY


**NATIONAL POWER CORPORATION
(NPC)**

**MAGNIFICENT SHIPMANAGEMENT CORPORATION
(CONTRACTOR)**

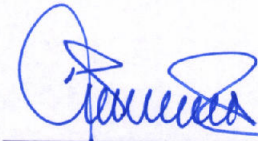
BY:

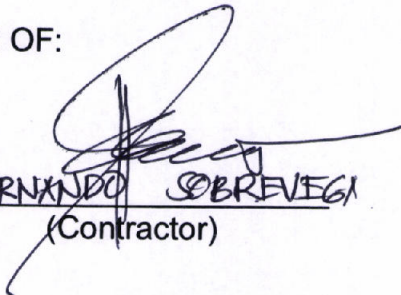
BY:

~~
LARRY I. SABELLINA
VP - SPUG~~


SHEILA S. ANGELES
General Manager

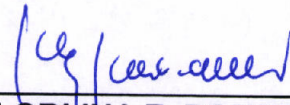
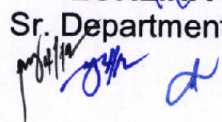
SIGNED IN THE PRESENCE OF:


TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Department


HERNANDO SOBREVEGA
(Contractor)

FUNDS AVAILABLE

CB1 24-04-5250
P 2,212,745.90


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance


cm
CERTIFIED FUNDS AVAILABLE

PERIOD	: 2023
JOB ORDER	: JO F305250
COST CENTER	: GSKV005
AMOUNT	: P 3,786,284.60

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

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

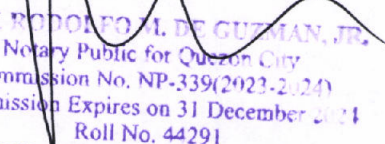
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of MAY 12 2023, 2023, personally appeared **LARRY I. SABELLINA**, Vice-President - SPUG, with Document Identification in the form of Company ID No. PR201501867, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) pages, including Annex "A" and 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. 45 ;
Page No. 10 ;
Book No. 1 ;
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

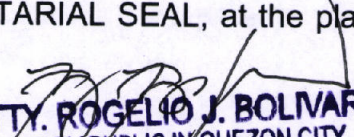
Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 18 day of APR 2023, personally appeared **MS. SHEILA S. ANGELES**, General Manager, Magnificent Shipmanagement Corporation, with Identification Document in the form of Government ID No. P4878874B, issued by DEA NCR WEST at NCR, on FEB. 20, 2020 known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) pages, including Annex "A" and the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she 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.


ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 158 (2023-2024)
IBP O.R. No. 1006152020 Public O.R. No. 180816 2024
PTR O.R. No. 39169011 D 0228 / TWA 199-871-009-000
MCLE No. 74 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
IBP Lifetime No. _____
Address 31 F Harvard St. Cubao, Q.C.
PTR No. _____

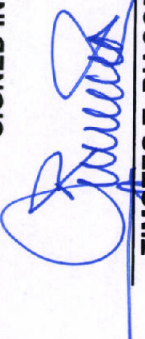
Doc. No. 573 ;
Page No. 104 ;
Book No. XW-97
Series of 2023.

Contract between NPC and Magnificent Shipmanagement Corporation
Operation and Maintenance (O/M) of NPC Tugboat No. 1 under Contract No. LOG MSSP
2023-03-029-NIY

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY J. SABELLINA
Vice President, SPUG

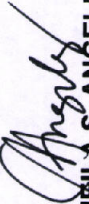

TIMOTEO T. DIACOR
Manager, SPUG Visayas
Operations Dept.
(NPC)

(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

MAGNIFICENT SHIPMANAGEMENT CORP.
(CONTRACTOR)

BY:


SHEILA S. ANGELES
General Manager

"ANNEX A"

**SECTION VII - SCHEDULE OF REQUIREMENTS
SUMMARY**

BID PRICE SCHEDULE

S2-VOD23-007/PB230307-NA00079

OPERATIONS AND MAINTENANCE (O/M) OF NPC TUGBOAT NO.1

ITEM NO.	DESCRIPTION	QTY-UNIT	UNIT PRICE FOR GOODS OR SERVICES TO BE SUPPLIED AND DELIVERED		TOTAL PRICE
			Unit Price of Goods or Services (PHP)	Value Added Tax and other Taxes Imposed by Phil. Govt. (PHP)	
(1)	(2)	(3)	(4)	(5)	(6)
1.0	<p>Operation and Maintenance (O/M) of NOC Tugboat #1</p> <p>Supply of manpower/crew for twelve (12) months contract period for the Operation and Maintenance/Repair (O/M) of NPC Tugboat # 1 including provision of equipment, materials, tools and other incidentals required to complete the work/services in accordance with the provisions contained in the Technical Specifications</p>	12 Months	446,354.167	53,562.50	5,999,000.00
TOTAL AMOUNT OF CONTRACT:					5,999,000.00

PART II – TECHNICAL DATA SHEETS

**OPERATION & MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1
INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR**

1. The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
2. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
3. The data required are technical features and characteristics of the Equipment/Component/Parts to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

**1.0 HOUSE KEEPING MATERIALS FOR TUGBOAT NO.1
(SCHEDULE-1)**

DESCRIPTION	NPC REQUIREMENT	CONTRACTOR'S DATA
	QTY/UNIT	QTY/UNIT
1. Powder Soap	7 bags	7 bags
2. Muriatic Acid	4 gal.	4 gal.
3. Nylon Brush	7 pcs.	7 pcs.
4. Rust Converter	4 gal.	4 gal.
5. Rags	14 kgs	14 kgs
6. Steel Brush	10 pcs.	10 pcs.
7. Cross Pin Brush	8 pcs	8 pcs
8. Mop Head w/ Handle	5 pcs	5 pcs
9. Brooms	4 pcs	4 pcs
10. Greasolve	4 gal.	4 gal.
11. Sand Paper	1 box	1 box
12. Scripper	3 pcs	3 pcs
13. Nylon Brush w/ Handle	3 pcs	3 pcs
14. Door Mat	4 pcs	4 pcs
15. Paint (Red Oxide)	4 gal.	4 gal.
16. Working Gloves	4 doz.	4 doz.

NOTE: The above list of housekeeping materials shall be included in the Contractor's scope of supply.

Magnificent Shipmanagement Corp.
Name of Firm

Sheila S. Angeles
SHEILA S. ANGELES
Name & Signature of Representative

General Manager
Designation

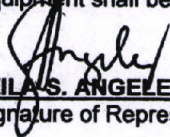
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2.0 UNIFORM/PERSONAL PROTECTIVE QUIPMENT (SCHEDULE-2)

DESCRIPTION	NPC REQUIREMENTS	CONTRACTOR'S DATA
	QUANTITY	QUANTITY
1. Cover All	9 pcs	9 pcs
2. Safety Shoes (low cut, steel toe, non-slippery, oil resistant)	9 pcs	9 pcs

NOTE: The above list of uniform/personal protective equipment shall be included in the Contactor's scope of supply.

Magnificent Shipmanagement Corp.
Name of Firm


SHEILA S. ANGELES
Name & Signature of Representative

General Manager
Designation

