CONTRACT NO. LOG MSSP 2021-04-024-GRJ

FUEL HAULING SERVICES FOR SPUG **POWER PLANTS AND BARGES FOR CY 2021** (LOT NO. 15-EASTERN VISAYAS & LOT NO. 18-EASTERN SAMAR) HO-FMG21-002/PB210316-NA00064

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, by and between:

The NATIONAL POWER CORPORATION, a governmentowned 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. PIO J. BENAVIDEZ, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC:

- and -

NICKEL FORWARDING SERVICES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 03728 Amat St., Brgy. Taft, Surigao City, Surigao Del Norte, Philippines herein represented by its Proprietor, MR. NOLAN JEROME A. DOLAR, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR:

WITNESSETH: That -

WHEREAS, on 24 February 2021, NPC advertised the Invitation to Bid for the Public Bidding for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021:

WHEREAS, there were five (5) prospective bidders who secured the bidding documents and participated in the public bidding conducted on 29 March 2021:

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021 was considered as the single calculated and responsive bid thereof;

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

Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021 (Lot 15-Eastern Visayas & Lot 18-Eastern Samar) Contract No. LOG MSSP 2021-04-024-GRJ

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President and CEO

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parties hereto have agreed as follows:

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:

- Bidding Documents for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021 PR No. HO-FMG21-002 / PB210316-NA00064);
- Supplemental/Bid Bulletin Nos. 1, 2, 3, 4 & 5 dated 08, 10, 12, 17 & 22 2. March 2021:
- Notice of Award dated 05 April 2021; 3.
- Post-qualification Report dated 05 April 2021; 4
- Bid Opening Report dated 29 March 2021: 5.
- Contractor's bid proposal dated 03 March 2021; 6.
- 7. Notice to Proceed:
- The Performance Security to be filed by CONTRACTOR in accordance 8. 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 former 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

Supply of labor, supervision, and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract;

Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler's pick-up point and the recipient plant;

Receipt of fuel to be withdrawn and hauled from fuel Supplier's designated source/pick-up location and safe delivery of the same to the designated NPC recipient plant:

Transfer of fuel from tanker/tank truck/drums to the fuel storage tanks at the receiving plants.

In case of packaged fuel deliveries (drums/navy cubes) to recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

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President and CEO

PIO-J. BENAVIDE President and CE

ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be one (1) year from the date of effectivity as indicated in the Notice to Proceed (NTP). The quantities of fuel to be hauled are indicated in Section VII-Schedule of Requirements, Part II-Plants Covered by Hauling Services.

In case the contracted quantity for hauling services cannot be lifted by NPC during the contract period of one (1) year, the NPC shall continue lifting the contracted quantity of fuel from the Hauler pursuant to Clause TS 7.2, Total Contract Price.

The locations of Fuel Hauling Services (Fuel Pick-up Points and Delivery Points) are indicated in Section VII – Schedule of Requirements, Part II – Plants Covered by Hauling Services. The Contractor/Hauler shall deliver the fuel at the Delivery Points with the Modes of Hauling and Means of Transport as provided in said Section VII, Part II-Plants Covered by Hauling Services.

ARTICLE IV PAYMENT

For and in consideration of the hauling services to be undertaken by CONTRACTOR as specified in Article III hereof, NPC shall pay CONTRACTOR in Philippine Pesos TWENTY FIVE MILLION FIVE HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED NINE PESOS (PHP 25,595,709.00).

Payment shall be made within thirty (30) days upon receipt of the original invoice/billing statement and complete supporting documents.

The amount to be paid by NPC as above provided is inclusive of VAT and shall be a fixed price not subject to price escalation.

ARTICLE V PICK UP, DELIVERY, NUMBER OF LITERS AND AMOUNT

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

NPC shall pay the CONTRACTOR in accordance with the provisions of the Bidding Documents.

ARTICLE VI LIABILITY/ INDEMNITY FOR LOSS OF LIVES AND/OR DAMAGES

1. CONTRACTOR shall be held solely accountable for all liabilities resulting from oil spills, fires, damages to properties and loss of lives

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PIO J. BENAVIDEZ

due to improper conduct of diesel oil receiving/ hauling operation at supplier's diesel oil transfer station and/or mishandling of fuel during transport to NPC receiving facilities.

- 2. CONTRACTOR shall be liable and shall indemnify NPC or any third party for any loss, damages or injury on property of NPC or any third party, as the case may be, due to or arising from the fault, negligence, vandalism or other unlawful act of its employees/workers.
- 3. CONTRACTOR shall be held liable to, and indemnify third (3rd) person/s for claim/s arising from the fault and/or negligence of its employees/workers assigned by the CONTRACTOR in the performance of its obligations under this Contract.
- 4. NPC shall, at its option, deduct from any money payable to the CONTRACTOR under this Contract the amount equivalent to the damages incurred by NPC arising from the fault, negligence, vandalism or other unlawful act of the CONTRACTOR's workers.

ARTICLE VII PERFORMANCE SECURITY

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER 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 confirmed 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

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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 Supplier'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 terms of reference, 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 VIII 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 Contact 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 IX CONTRACT DURATION/EFFECTIVITY

Contract duration shall be one (1) year from the issuance of the Notice to Proceed or until the contracted volume of fuel to be hauled is fully served. The contract extension shall not exceed a period of one (1) year after the end of the contract term.

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.

Contract between NPC and Nickel Forwarding Services
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021
(Lot 15-Eastern Visayas & Lot 18-Eastern Samar)
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NATIONAL POWER CORPORATION

Vice President, Admin and Finance

ent and CEO

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 rice 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 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.

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N WITNESS WHEREOF, the parties hereto have signed this Contract this 19th day of May __, 2021 at Quezon City, Philippines. NATIONAL POWER CORPORATION **NICKEL FORWARDING SERVICES** (NPC) (CONTRACTOR) By: By: PIO J. BENAVIDEZ NOLAN JEROME A. DOLAR President and CEO **Proprietor** SIGNED IN THE PRESENCE OF: ALEXANDER P. JAPON (Contractor) Vice President, Admin & Finance (NPC) **FUNDS AVAILABLE**

CORAMEN M. MACALINAO Acting Sr. Dept. Manager, Finance Per attached algred 001 FPD-22-04-5461 in the amount of \$7.678,712.70

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\$17,914,996.30

Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021 (Lot 15-Eastern Visayas & Lot 18-Eastern Samar) Contract No. LOG MSSP 2021-04-024-GRJ

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

ACKNOWLEDGEMENT

BEFORE ME, a day of MAY 1 9 2021, personally appeared MR. PIO J. BENAVIDEZ, President and CEO, NATIONAL POWER CORPORATION, with Identification Document in the form of Company ID No. APW1302281, known to to be the same person who executed the foregoing of nine (9) pages, including the pages wherein the 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, 2021 | |
| IBP Lifetime No.: | |
| PTR No.: | |

Doc. No. <u>13 (</u>; Page No. <u>2½</u> Book No. <u>233</u>; Series of 2021. ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sct. Borromeo St. Q.C.
IBP AR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22

Contract between NPC and Nickel Forwarding Services
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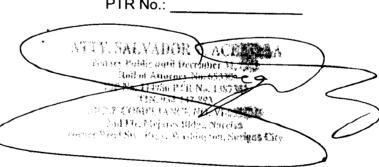
REPUBLIC OF THE PHILIPPINES)) S.S.

ACKNOWLEDGEMENT

BEFORE ME a Notary Public for and in Quezon City, Philippines, this day of May , 2021, personally appeared MR. NOLAN JEROME A. DOLAR, Proprietor, NICKEL FORWARDING SERVICES, Identification Document in the form of Government ID No. oil 292 1640 issued by VMIP, at 500 900 900 on 2013 Apol, 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.

Doc. No. 5265; Page No. UIB; Book No. UI; Series of 2021. Notary Public
Until December 31, 2021
IBP Lifetime No.:
PTR No.:



Contract between NPC and Nickel Forwarding Services
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2021
(Lot 15-Eastern Visayas & Lot 18-Eastern Samar)
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NATIONAL POWER CORPORATION

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PIOJ. BENAVIDEZ President and CEO

Vice President, Admin and Finance ALEXANDER P' JAPON

(NPC)

SIGNED IN THE PRESENCE OF:

NICKEL FORWARDING SERVICES (CONTRACTOR)

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ANNEX A

NOLAN JEROME A. DÓLAR Próprietor

FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2021 (LOT NO. 15-EASTERN VISAYAS & LOT 18-EASTERN SAMAR)

PR NO. HO-FMG21-002 / PB210316-NA00064

| Recipient Plant | Mode of Hauling/Transport | Pick-up Point of Fuel | Fuel Volume to be Hauled (Liters) | Total Hauling Cost (PhP/Ltr) | Total Contract Cost (PhP) |
|--------------------------|---------------------------|-----------------------------------|--------------------------------------|------------------------------|--|
| Lot 15 - Eastern Visayas | | | | | |
| 1 Biri DP | Drumming | Lavezares Pier, Northern Samar | 626,000 | £ 0245 | 40 727 007 6 |
| | a. Motor Banca | | | 0,325 | 0,767,007,6 |
| 2 Limasawa DP | Drumming | Padre Burgos Pier, Southern Leyte | 427 000 | 4×100 | 00 000 030 6 |
| | a. Motor Banca | | | 0.0 | 7,932,492.00 |
| 3 Maripipi DP | Drumming | Kawayan Pier, Biliran | 258.000 | 6 6667 | 00 000 002 1 |
| | a. Motor Banca | | | | 00.600,037. |
| 4 Pilar DP | Drumming | Ormoc City Pier, Leyte | 628.000 | 5 8809 | 3 603 205 00 |
| | a. Motor Banca | | | | 00.002,000,0 |
| 5 Zumarraga DP | Drumming | Catbalogan City Pier, Samar | 674.000 | 5 4254 | 3 656 730 00 |
| | a. Motor Banca | | | | 2,000,700,000,000,000,000,000,000,000,00 |
| 6 PB 109 | Drumming | Catbalogan City Pier, Samar | 204.000 | 5 4254 | 1 106 782 00 |
| | a. Motor Banca | | | | 00:30.1001.1 |
| 7 Almagro DP | Drumming | Calbayog City Pier, Samar | 106.000 | 8 4764 | 808 408 00 |
| | a. Motor Banca | | | | 00.064,060 |
| 8 Sto. Niño DP | Drumming | Calbayog City Pier, Samar | 65.000 | 7 0806 | 460 230 00 |
| | a. Motor Banca | | | | 00.662,004 |
| 9 Mini-Grid Sto. Niño | | | | | |
| a. Cabunga-an DP | Drumming | Calbayog City Pier, Samar | 3,000 | 7 0660 | 00 007 |
| | a. Motor Banca | | | | 21,130.00 |
| b. Ilijan DP | Drumming · | Calbayog City Pier, Samar | 2.000 | 7 0660 | 17 130 00 |
| | a. Motor Banca | | | | 14, 132.00 |
| c. Takut DP | Drumming | Calbayog City Pier, Samar | 2.000 | 7 0660 | 90 783 08 |
| | a. Motor Banca | | | | 00:704:64 |
| d. Libucan-Dacu DP | Drumming | Calbayog City Pier, Samar | 10.000 | 7 B680 | 00 089 89 |
| | a. Motor Banca | | | | 00.680.60 |
| 10 Capul DP | Drumming | Victoria Pier, Northern Samar | 266.000 | 5 7295 | 00 208 070 8 |
| | a. Motor Banca | | | | 00. 160.242.0 |
| 11 San Antonio DP | Drumming | Victoria Pier, Northern Samar | 515.000 | 6 5244 | 3 380 086 50 |
| | a. Motor Banca | | | | 0.00,000 |

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SIGNED IN THE PRESENCE OF:

Conglish (CONTRACTOR)

Vice President, Admin and Finance ALEXANDÉR P. JAPON

President and CEO PÍO J. BENAVIÓEZ

(CONTRACTOR)

NICKEL FORWARDING SERVICES

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NOLAN JEROME A DOLAR Proprietor

ANNEX A

FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2021 (LOT NO. 15-EASTERN VISAYAS & LOT 18-EASTERN SAMAR)

PR NO. HO-FMG21-002 / PB210316-NA00064

| Recipient Plant | Mode of Hauling/Transport | Picketts Point of Errol | Fuel Volume to be | | |
|--|----------------------------|-------------------------------|-------------------|------------------------------|---------------------------|
| | | | Hauled (Liters) | lotal Hauling Cost (PhP/Ltr) | Total Contract Cost (PhP) |
| 12 Tamate, San Vicente | Drumming a. Motor Banca | Victoria Pier, Northern Samar | 18,000 | 6.5408 | 117,734.00 |
| Total Lot 15 Lot 18 - Eastern Samar | | | 4,109,000 | | 25,060,860.00 |
| 1 Dolores | | | | | |
| a. Sta. Monica | Drumming | Dolores Pier, Eastern Samar | 25 000 | 10.4086 | |
| | a. Motor Banca | | | 0001:01 | 262,213.00 |
| b. Tikling | Drumming | Dolores Pier, Eastern Samar | 2 000 | 400 400 | |
| | a. Motor Banca | | 0001 | 0.4920 | 20,985.00 |
| 2 Guiuan | | | | | |
| a. Cagusuan | Drumming | Guiuan Pier, Eastern Samar | 1 000 | 10 4080 | |
| | a. Motor Banca | | | 0001.01 | 10,487.00 |
| b. Inapulangan | Drumming | Guiuan Pier, Eastem Samar | 3 000 | 70 700 | |
| | a. Motor Banca | | | 0764:01 | 31,477.00 |
| c. Suluan | Drumming | Guiuan Pier, Eastern Samar | 000 6 | 10 486.2 | |
| | a. Motor Banca | | | 2001.0 | 94,368.00 |
| d. Casuguran | Drumming | Guiuan Pier, Eastern Samar | 11 000 | 10 1825 | |
| | a. Motor Banca | | | 0001.0 | 00.818.00 |
| Total Lot 18 | | | 21 000 | | 1 |
| LATOT GRAND | | | 200,10 | | 534,849.00 |
| מאינים מישור | | | 4,160,000 | ф. | 25,595,709.00 |
| | | | | | |

Note: The Total Contract Cost is inclusive of the Twelve Percent (12%) E-VAT

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