

CONTRACT NO. LOG MSSP 2024-06-081-MDC

**FUEL HAULING SERVICES TO SPUG POWER PLANTS AND BARGES FOR CY 2024 (LOT 3 – ISABELA)
PR NO. HO-FMG24-007 / PB240326-AM (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 Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly 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 -

ENFC SALES & HAULING SERVICES OPC, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at No. 7 Bougainville St., Brgy. Munoz, Catbalogan City, Samar, Philippines herein represented by its President, **MR. ROSALITO R. CASTILLO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**;

WITNESSETH : That –

WHEREAS, on 16 April 2024, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024;

WHEREAS, there were three (3) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 06 May 2024 on the aforesaid undertaking;

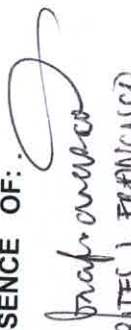
WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024 (Lot 3 – Isabela) was considered as the single calculated and responsive bid;

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 ENFC SALES & HAULING SERVICES OPC
Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024
(Lot 3 – Isabela)
Contract No. LOG MSSP 2024-06-081-MDC

ENFC SALES & HAULING SERVICES OPC
(CONTRACTOR)
BY: 
ROSALITO R. CASTILLO
President

PRESENCE OF:

MARITES L. FRANCISCO
(CONTRACTOR)

SIGNED IN THE
CRISANTO V. HILARIO
Vice President, Admin & Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)
BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

BY: 
ROSALITO R. CASTILLO
President

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:

1. Bidding Documents for the Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024 (PR No. HO-FMG24-007/PB240326-AM (PB2));
2. Notice of Award dated 06 June 2024;
3. Post-qualification Report dated 30 May 2024;
4. Bid Opening Report dated 06 May 2024;
5. Contractor's bid proposal dated 06 May 2024;
6. Notice to Proceed; and
7. 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

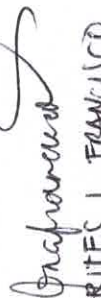
Hauling services of diesel fuel oil as specified herein is summarized as follows:

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 fuel 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/navy cubes) to recipient power plants without fuel storage tank, CONTRACTOR shall provide and retain sufficient number of container drums for the plants' utilization. Retrieval of empty container drums/navy cubes from the recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

ARTICLE III
CONTRACT PERIOD AND LOCATION

The contract period shall be **eight (8) months** from the date of issuance of the Notice to Proceed (NTP) or until the remaining volume/amount is fully

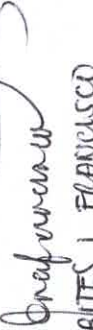
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FERNANDO MARTIN Y. ROXAS
President and CEO

BY:  (CONTRACTOR)
ROSALITO R. CASTILLO
President


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President and CEO

consumed or not possible to deliver.

The delivery points and pick-up points for fuel hauling services are at various locations as indicated in the Bidding Documents.

In case the contracted quantity for hauling services cannot be lifted by NPC during the contract period of eight (8) months, the NPC shall continue lifting the contracted quantity/amount of fuel from the Hauler pursuant to Section VI-Technical Specifications, Clause 7.2 – Total Contract Price.

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

The recipient plant, number of liters per plant 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: SIX MILLION THREE HUNDRED FIFTY TWO THOUSAND EIGHTY (PHP 6,352,080.00)** as reflected in Annex A.

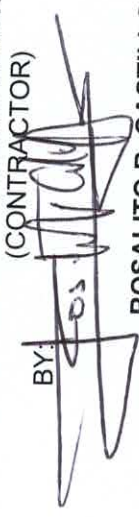
The total contract price is expected to be fully served within the contract term. However, should there still be an available amount and volume left after the contract term, said contract term shall be extended until the full volume/amount is fully consumed or not possible to deliver. The contract extension shall not exceed a period of six (6) months after the end of the contract term.

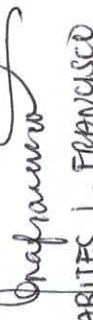
ARTICLE VI
PERFORMANCE SECURITY

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 contract price.

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ROSALITO R. CASTILLO
President


MARITES L. FRANCISCO
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Admin & Finance
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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

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.

ARTICLE VII
LIQUIDATED DAMAGES

Should CONTRACTOR fails 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 VIII
AGREEMENT MODIFICATION

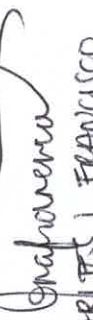
No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE IX
SUSPENSION OF WORK

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.

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ROSALITO R. CASTILLO
President


MARIJES L. FRANCISCO
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Admin & Finance
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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.

ARTICLE X
PRE-TERMINATION

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.

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.

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.

ARTICLE XI
RIGHT OF NPC TO TERMINATE CONTRACT

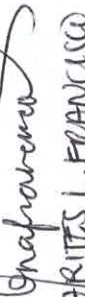
NPC may, without incurring any liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to CONTRACTOR. The notice of termination shall specify that such termination is for NPC's convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

ARTICLE XII
WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its 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 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

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BY: 
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ROSALITO R. CASTILLO
President


MARITES L. FRANCISCO
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Admin & Finance
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

will not subcontract any portion or portions of the scope of work of the Contract awarded to it 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, it 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 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
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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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 8th day of July, 2024 at Quezon City, Philippines.

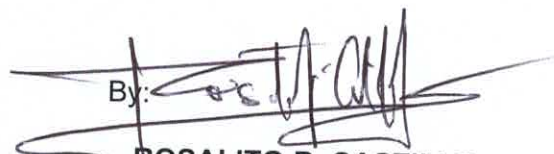
NATIONAL POWER CORPORATION
(NPC)

ENFC SALES & HAULING SERVICES OPC
(CONTRACTOR)


By:


FERNANDO MARTIN Y. ROXAS
President and CEO

By:

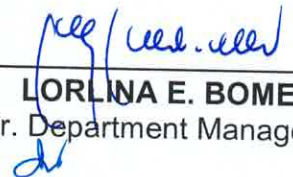

ROSALITO R. CASTILLO
President

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President, Admin & Finance
(NPC)


MARITES L. FRANCISCO
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

Certified Funds Availability Inclusion	
Period:	FY 2025
Accounts:	682- FPD-25-06-5537
Cost Center:	2703578
Amount:	₱ 1,111,614.00

Non-oma (M)

CERTIFIED FUNDS AVAILABLE	
PERIOD:	2024
JOB ORDER:	GL 51/51682
COST CENTER:	2703578
AMOUNT:	₱ 5,240,466.00

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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 JUL 08 2024, 2024, 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 23 ;
Page No. 6 ;
Book No. 5 ;
Series of 2024.


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-330(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5681363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Lichon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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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 JUN 29 2024, 2024, personally appeared **MR. ROSALITO R.
CASTILLO**, President, **ENFC SALES & HAULING SERVICES OPC**,
Identification Document in the form of Government ID No. N02-89-096575,
issued at CEBU, on 2023/09/07, 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 138 ;
Page No. 29 ;
Book No. 39 ;
Series of 2024.

Castillo
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2024
PTR No. 5565783 / January 03, 2024 Q.C
IBP No. 399899 / January 04, 2024 Q.C
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-021 (2024-2025)
TIN NO 131-942-754
Matalino Corner Malakas ST., Brgy. Central
District IV, Diliman Quezon City

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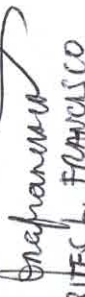
FUEL HAULING SERVICES FOR
SPUG POWER PLANTS & BARGES FOR CY 2024

ENFC SALES & HAULING SERVICES OPC					
RECIPIENT PLANT	Fuel Volume to be Hauled for CY 2024 (Liters)	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)
Lot 3 - Isabela					
1 Maconacon DPP	285,000	19.9000	2.3880	22.2880	6,352,080.00
Total Lot 3	285,000				6,352,080.00
TOTAL AMOUNT					6,352,080.00

ENFC SALES & HAULING SERVICES OPC
(CONTRACTOR)

BY: 
ROSALITO R. CASTILLO
 President

SIGNED IN THE PRESENCE OF:


MARITES L. FRANCISCO
 (CONTRACTOR)


CRISANTO V. HILARIO
 Vice President, Admin & Finance
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NATIONAL POWER CORPORATION
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