

**CONTRACT NO LOG MSSP 2022-02-010-ZCT**

**OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR (S2-VOD20-034 / PB210111-NC00438) PB3/NP4**

**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 OIC-Senior Vice-President and Chief Operating Officer, **ATTY. MELCHOR P. RIDULME**, 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**, three (3) failed Public Biddings due to non-participation/non-responsive biddings were conducted on 11 January 2021, 08 February 2021 and 13 April 2021 for the Operation and Maintenance (O/M) of NPC Tugboat No. 1 including labor and materials for one (1) year;

**WHEREAS**, the Bids and Award Committee recommended the conduct of Alternative Mode of Procurement (AMP) – Negotiated Procurement (Three Failed Biddings) and was approved by the Officer-in-Charge per Pre-Procurement Report dated 17 August 2021;

**WHEREAS**; on 07 January 2022, NPC posted the Invitation to Bid for the 4<sup>th</sup> Negotiated Procurement for the Operation and

Contract between NPC and Magnificent Shipmanagement Corporation  
Operation and Maintenance (O/M) of NPC Tugboat No. 1 including Labor and Materials for  
One (1) Year under Contract No. LOG MSSP 2022-02-010-ZCT

MAGNIFICENT SHIPMANAGEMENT CORP.  
(CONTRACTOR)  
**SHEILA S. ANGELES**  
General Manager

BY:  
**HERNANDO SOBREVEGA**  
TECH. SUPERINTENDENT

SIGNED IN THE PRESENCE OF:  
**TIMOTE T. DIACOR**  
Manager, SPUG Visayas  
Operations Dept.  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)  
**ATTY. MELCHOR P. RIDULME**  
OIC-SVP/COO

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NATIONAL POWER CORPORATION  
(NPC)


BY:

  
ATTY. MELCHOR P. RIDULME  
OIC-SVP/COO

SIGNED IN THE PRESENCE OF:

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

BY:

  
(CONTRACTOR)  
HERNANDO SOBREVEGA  
TECH. SUPERINTENDENT

MAGNIFICENT SHIPMANAGEMENT CORP.  
(CONTRACTOR)

  
SHEILA S. ANGELES  
General Manager

Maintenance (O/M) of NPC Tugboat No. 1 including Labor and Materials for one (1) year;

**WHEREAS**, only one (1) prospective bidder secured the terms of reference and participated in the 4<sup>th</sup> negotiated procurement conducted on 18 January 2022 on the aforesaid undertaking;

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

**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**

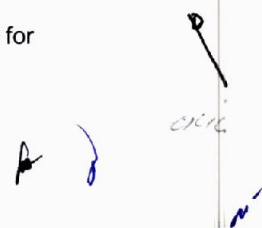
The following documents are hereby incorporated and made integral part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:


1. Terms of Reference for the Operation and Maintenance (O/M) of NPC Tugboat No. 1 including Labor and Materials for One (1) Year;
2. Pre-Procurement Report dated 17 August 2021, for the approval of the conduct of Alternative Mode of Procurement-Negotiated Procurement (Three Failed Biddings);
3. Contractor's bid proposal dated 18 January 2022;
4. Bid Opening Report dated 18 January 2022;
5. Post Qualification Report dated 26 January 2022;
6. Notice of Award dated 10 February 2022;
7. Notice to Proceed; and
8. Performance Security to be filed by CONTRACTOR in accordance with this Contract.

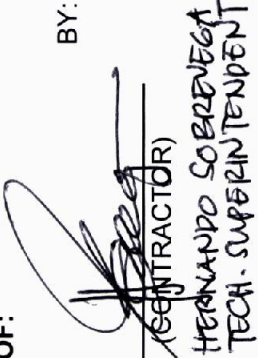
The documents mentioned above shall collectively be referred to as "Contract Documents".


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.

Contract between NPC and Magnificent Shipmanagement Corporation  
Operation and Maintenance (O/M) of NPC Tugboat No. 1 including Labor and Materials for  
One (1) Year under Contract No. LOG MSSP 2022-02-010-ZCT



BY:   
**SHEILA S. ANGELES**  
General Manager

BY:   
(CONTRACTOR)  
**HERNANDO SOBREVILLA**  
TECH. SUPERINTENDENT

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

BY:   
**ATTY. MELCHOR P. RIDO**  
OIC-SVP/COO

**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:

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:

Deck Department

Engine Department

- 1 - Tug Master
- 1 - Chief Officer
- 1 - Deck Officer
- 3 - Ratings

- 1 - Chief Engine Officer
- 1 - 2<sup>nd</sup> Engine Officer
- 1 - Engine Officer
- 3 - Ratings

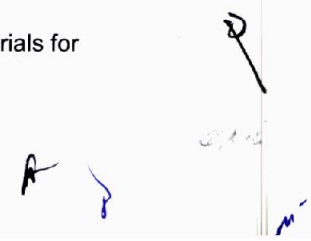
The crew shall man the NPC Tugboat No.1 for twenty four (24) hours a day, seven days (7) a week on a shifting schedule. A weekly shifting schedule must be provided to NPC for monitoring purposes.

2. 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.
3. 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.

4. 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.

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NATIONAL POWER CORPORATION  
(NPC)

BY:



ATTY. MELCHOR P. RIDULME  
OIC-SVP/COO

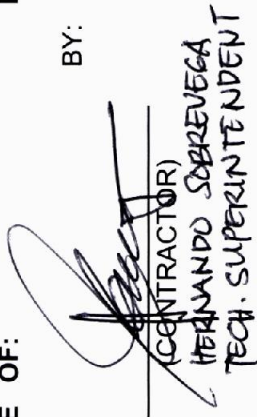
SIGNED IN THE PRESENCE OF:



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Manager, SPUG Visayas  
Operations Dept.  
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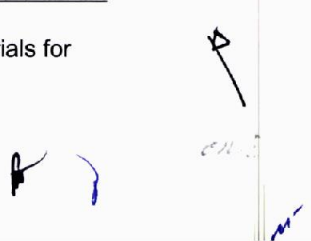
  
(CONTRACTOR)  
SHEILAS ANGELES  
General Manager

HERNANDO SORREVEGA  
TECH. SUPERINTENDENT

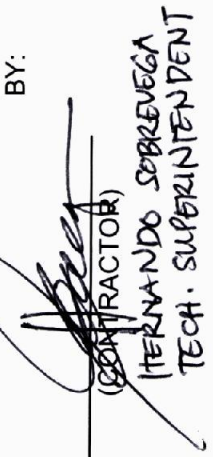
If these are not available at NPC, the spare parts and equipment will be sourced by the CONTRACTOR. The cost of which shall be based on the amount submitted during the bidding which is attached hereto as **Schedule-1** (See Technical Data Sheets pages VI-TDS-1 to 5) which consist of list of spare parts for Yanmar Diesel Engine, Auxiliary Engines, and Electrical Parts of NPC Tugboat No. 1. Payment of such spare parts and equipment to the CONTRACTOR shall be made through a separate billing from the regular/monthly operations and maintenance cost. Supply of proprietary parts and equipment must be accompanied by a certificate of warranty of at least one (1) year from the source.

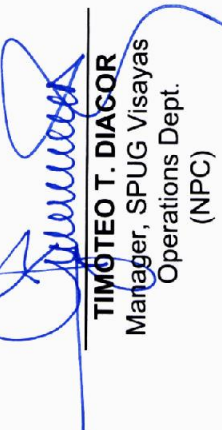
5. CONTRACTOR shall provide the materials and consumables for housekeeping such as water, rags, detergents, paints, thinners, inhibitors and other cleaning materials in the maintenance and operation of the NPC Tugboat No.1 which is attached hereto as **Schedule-2** (see Technical Data Sheets, page VI-TDS-10) 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-3** (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:

Contract between NPC and Magnificent Shipmanagement Corporation  
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BY:   
**SHEILA S. ANGELES**  
General Manager

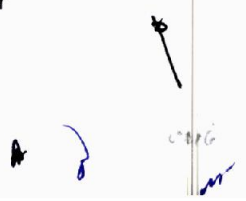
BY:   
(CONTRACTOR)  
**HERNANDO SOBRAVEGA**  
TECH. SUPERINTENDENT

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

BY:   
**ATTY. MELCHOR P. RIDULME**  
OIC-SVP/COO

- 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) Likewise, CONTRACTOR shall provide, if necessary, NPC Tugboat No. 1 assistance at the CONTRACTOR's expense for the safe de-mooring and mooring of the NPC barges.
  10. NPC may, at its discretion, commercially lease the NPC tugboat No. 1 together with O/M crew to private companies.
  11. NPC shall shoulder the expenses for the supply and delivery of fuel and lubricants needed for the use of an alternate tugboat as mentioned in item 9.
  12. 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.
  13. 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.
  14. 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.

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TIMOTE O. DIACOR  
Manager, SPUG Visayas  
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(NPC)

BY:

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General Manager

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15. 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

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.

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BY:   
**SHEILA S. ANGELES**  
General Manager

BY:   
(CONTRACTOR)  
**HERNANDO SOBREVIEJA**  
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**TIMOTEO T. DIACOR**  
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Operations Dept.  
(NPC)

BY:   
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OIC-SVP/COO

**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 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 satisfactorily completion of the above and submission of the following complete:

1. Test and Inspection results
2. Inventories report

**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

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MAGNIFICENT SHIPMANAGEMENT CORP.  
(CONTRACTOR)

*[Signature]*  
SHEILA S. ANGELES  
General Manager

SIGNED IN THE PRESENCE OF:

BY:

*[Signature]*  
(CONTRACTOR)  
HERNANDO SOBREVEGA  
TECH. SUPERINTENDENT

NATIONAL POWER CORPORATION  
(NPC)

BY:

*[Signature]*  
ATTY. MELCHOR P. RIDULME  
OIC-SVP/COO

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 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

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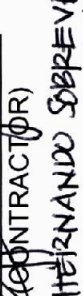


NATIONAL POWER CORPORATION  
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SIGNED IN THE PRESENCE OF:

  
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TECH. SUPERINTENDENT

MAGNIFICENT SHIPMANAGEMENT CORP.  
(CONTRACTOR)

BY:

  
SHEILA S. ANGELES  
General Manager

- 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.

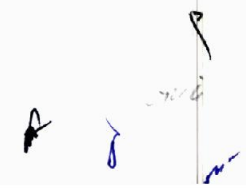
- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a 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.
- 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

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MAGNIFICENT SHIPMANAGEMENT CORP.


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NATIONAL POWER CORPORATION  
(NPC)

  
ATTY. MELCHOR P. RIDULME  
OIC-SVP/COO

BY:

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.

**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 3<sup>rd</sup> 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.

**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.

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**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 4th day of APRIL, 2022 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**

(NPC)

BY:



**ATTY. MELCHOR P. RIDULME**  
OIC-SVP/COO

**MAGNIFICENT SHIPMANAGEMENT CORPORATION**  
(CONTRACTOR)

BY:

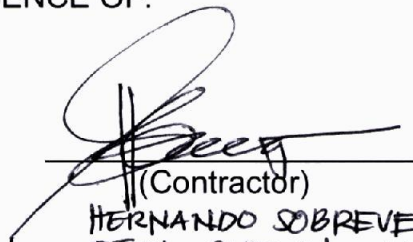


**SHEILA S. ANGELES**  
General Manager

SIGNED IN THE PRESENCE OF:



**TIMOTEO T. DIACOR**  
Manager, SPUG Visayas  
Operations Department

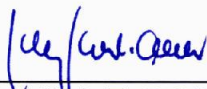


(Contractor)  
**HERNANDO SOBREVEGA**  
TECH. SUPERINTENDENT

*N.M. S.M.A. (M)*

FUNDS AVAILABLE

*2022  
JO F350152  
6582005  
P5,999,000.00*



**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance

Contract between NPC and Magnificent Shipmanagement Corporation  
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One (1) Year under Contract No. LOG MSSP 2022-02-010-ZCT

*Handwritten marks and signatures on the right margin.*

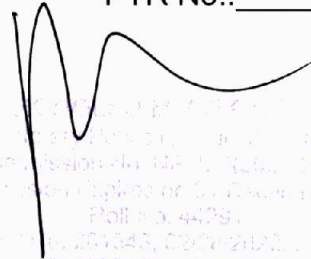
REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY )S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of 04 APR 2022, 2022, personally appeared **ATTY. MELCHOR P. RIDULME**, OIC, Senior Vice-President and Chief Operating Officer, with Document Identification in the form of Company ID No. APN130003 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, 2022  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_



Doc. No. 148 ;  
Page No. 29 ;  
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Operation and Maintenance (O/M) of NPC Tugboat No. 1 including Labor and Materials for  
One (1) Year under Contract No. LOG MSSP 2022-02-010-ZCT

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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 MAR 11 2022 day of 2022, personally appeared **MS. SHEILA S. ANGELES**, General Manager, Magnificent Shipmanagement Corporation, with Identification Document in the form of Government ID No. P487887413, issued by DFA NCR WEST at NCR, on Feb. 20, 2022, 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. ROSELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
Commission No. Notary Public 204 (2021-2022)  
IBP O.R. No. 132134 / 1/9/22 / IBP O.R. No. 133076 / MD 2022  
PTR O.R. No. 246325510 / 1/9/22 / IBP No. 33832 / TIN# 129-871-009  
MCLC No. VI-0029583 valid until 04/14/22 Quezon City  
Address: 31-F Harvard St., Cubao, Q.C.

Doc. No. 769 ;  
Page No. 18 ;  
Book No. XVI-93 ;  
Series of 2022.

Contract between NPC and Magnificent Shipmanagement Corporation  
Operation and Maintenance (O/M) of NPC Tugboat No. 1 including Labor and Materials for  
One (1) Year under Contract No. LOG MSSP 2022-02-010-ZCT



NATIONAL POWER CORPORATION  
(NPC)

BY:

ATTY. MELCHOR P. RIDULME  
OIC-SVP/COO

SIGNED IN THE PRESENCE OF:

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

MAGNIFICENT SHIPMANAGEMENT CORP.  
(CONTRACTOR)

BY:

HERNANDO SOBREVEGA  
TECH. SUPERINTENDENT

SHEILA S. ANGELES  
General Manager

ANNEX "A"

SECTION VII - SCHEDULE OF REQUIREMENTS  
BID PRICE SCHEDULE

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

S2-VOD20-034/PB210111-NC00438 (PB3/NP4)

ITEM NO.	DESCRIPTION	Qty-Unit	UNIT PRICE FOR GOODS OR SERVICES TO BE SUPPLIED OR DELIVERED SUPPLIED		TOTAL PRICE
			Unit Price of Goods or Services (Philippine Peso)	Value Added Tax and Other Taxes imposed by Philippine Government (Philippine Peso)	
(1)	(2)	(3)	(4)	(5)	(6)
1	<b>Operation and Maintenance (O/M) of NPC Tugboat 1</b> Supply of Manpower/crew for twelve (12) month contract period for the Operation and Maintenance/Repair (O/M) of NPC Tugboat No. 1 including provision of equipment, materials, tools and other incidentals required to complete the works/services in accordance with the provisions contained in the Technical Specifications.	12 month	446,354.17	53,562.50	5,999,000.00
<b>TOTAL AMOUNT OF CONTRACT:</b>					<b>5,999,000.00</b>