

HLYC TRADING  
(CONTRACTOR)

BY:

  
JAY RALPH Y. BARRANTES  
Account Executive

## CONTRACT NO. LOG MSSP 2025-02-011-ALC

### FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2025 (LOT 1A – BASCO AND THREE (3) OTHERS) PR No. HO-FMG25-002 / PB241216-AM00572 (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 -

**HLYC TRADING**, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1133E Aguilar St. Sta. Cruz, Manila, Philippines, herein represented by its Account Executive, **MR. JAY RALPH Y. BARRANTES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH: That –**

WHEREAS, on 09 January 2025, NPC posted the Invitation to Bid for the 2<sup>nd</sup> Public Bidding of the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025;

WHEREAS, only one (1) prospective bidder secured the Bidding Documents and participated in the bidding conducted on 04 February 2025;

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1A – Basco and Three (3) Others) was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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(Lot 1A – Basco and Three (3) Others)  
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SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

  
(CONTRACTOR)

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Account Executive

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:

## 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 for SPUG Power Plants and Barges for CY 2025 under PR No. HO-FMG25-002/PB241216-AM00572 (PB2);
2. Notice of Award dated 14 February 2025;
3. Post Qualification Report dated 10 February 2025;
4. Bid Opening Report dated 04 February 2025;
5. CONTRACTOR's bid proposal dated 04 February 2025;
6. Notice to Proceed; and
7. The 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 WORK

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

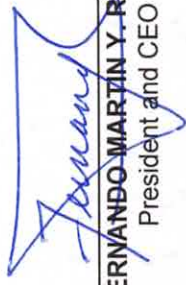
1. Supply of labor, supervision and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract;
2. Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler's pick-up point and at the recipient plant;
3. Receipt of fuel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

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### ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be **one (1) year** from the date of effectivity as indicated in the the Notice to Proceed (NTP).

The delivery points and pick-up points for fuel hauling services are at various locations as indicated in Section VII (Part II) – Schedule of Requirements.

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 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: EIGHTY EIGHT MILLION FIVE HUNDRED SIXTY SEVEN THOUSAND SIX HUNDRED THIRTY EIGHT PESOS AND 40/100 (PHP 88,567,638.40)**, as reflected in Annex A.

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

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

### 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

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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.

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 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.

## **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 unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the contract amount, 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.

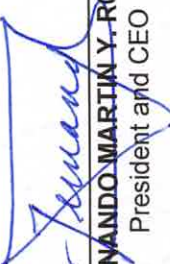
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## ARTICLE IX SUSPENSION OF WORK

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.

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.

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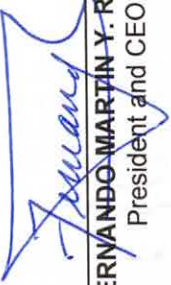
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Vice President, Administration and Finance

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BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

## **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 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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 5th day of March, 2025 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
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BY:

  
**FERNANDO MARTIN Y. ROXAS**  
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BY:

  
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Account Executive

SIGNED IN THE PRESENCE OF:

  
**CRISANTO V. HILARIO**  
Vice President  
Administration and Finance  
(NPC)

  
**MARLYN K. VALANCIA**  
(CONTRACTOR)

FUNDS AVAILABLE

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

(m)  
**CERTIFIED FUNDS AVAILABLE**  
PERIOD: 2025  
JOB ORDER: GL 511 58682  
COST CENTER: 2703518  
AMOUNT: ₱ 88,567,638.40

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

ACKNOWLEDGEMENT

**MAR 05 2025** BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of \_\_\_\_\_, 2025, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification 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 Company he represents.

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

Notary Public  
Until December 31, 2025  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 389 ;  
Page No. 79 ;  
Book No. 1 ;  
Series of 2025.

  
**ATTY. LUDY B. ARAGONA**  
Notary Public for Quezon City  
Commission No. NP-393 (2024-2025)  
Commission Expires on 31 December 2025  
Roll No. 84558  
IBP No. 500293; 01/06/25; Quezon City  
PTR No. 6990482 D; 01/03/25; Quezon City  
MCLE No. VIII-0014714; 10/16/24; Quezon City  
4th Floor Gabriel Y. Itchon Building Senator Miriam  
P. Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Dillman, Quezon City


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REPUBLIC OF THE PHILIPPINES)  
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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this  
**FEB 26 2025** day of \_\_\_\_\_, 2025, personally appeared **MR. JAY RALPH Y. BARRANTES**, Account Executive, **HLYC TRADING**, with Identification Document in the form of Passport ID- P8906277B, issued by DTA MANILA at MANILA, on Feb 10, 2022, 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.

  
**ATTY. MARIELLE JENELLE L. LAGUERTA**  
Notary Public to City of Manila- Until Dec. 31, 2025  
Notarial Commission No. 2024-131  
Tower 3, 3K, No. 121 N. Lungsod St., Ermita, Manila  
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025  
PTR. NO. 2041441- Jan. 2, 2025 at Manila  
IBP Lifetime No.: \_\_\_\_\_  
MCLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 58314

Doc. No.: 438  
Page No.: 88  
Book No.: 17  
Series of 2025.

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ANNEX A

FUEL HAULING SERVICES FOR  
SPUG POWER PLANTS & BARGES FOR CY 2025

HLYC TRADING					
RECIPIENT PLANT	Fuel Volume to be Hauled for CY 2025 (Liters)	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)
<b>A. DIESEL FUEL OIL</b>					
Lot 1A - Basco Hub					
1 Basco DPP	2,480,000.00	14.7730	1.7728	16.5458	41,033,584.00
<b>Total Lot 1A</b>	<b>2,480,000.00</b>				<b>41,033,584.00</b>
Lot 6A - Lubang / Tingloy					
1 Lubang DPP	1,850,000.00	5.0080	0.6010	5.6090	10,376,650.00
2 Tingloy DPP	951,000.00	5.6450	0.6774	6.3224	6,012,602.40
<b>Total Lot 6A</b>	<b>2,801,000.00</b>				<b>16,389,252.40</b>
Lot 7A - Busuanga Hub					
1 Busuanga Hub	1,796,000.00	5.4600	0.6552	6.1152	10,982,899.20
<b>Total Lot 7A</b>	<b>1,796,000.00</b>				<b>10,982,899.20</b>
Lot 8A - Cuyo DPP / Hub					
1 Cuyo DPP	2,626,000.00	6.8552	0.8226	7.6778	20,161,902.80
<b>Total Lot 4</b>	<b>2,626,000.00</b>				<b>20,161,902.80</b>
<b>Grand Total</b>	<b>9,703,000.00</b>				<b>88,567,638.40</b>