CONTRACT NO. LOG MSSP 2025-01-005-MDC

FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2025 (LOT 18 – BOHOL MINI-GRID AND LOT 19 – EASTERN MINDANAO) PR No. HO-FMG25-002 / PB241216-AM00572

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 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 -

EDAMI ENTERPRISES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Gecale Compound, Trinidad Greenhills, Ma-a, Davao City, Philippines, herein represented by its Owner/Proprietor, MR. EDNULFO M. ANCAJAS, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 27 November 2024, NPC posted the Invitation to Bid for the Public Bidding of the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025;

WHEREAS, there were four (4) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 18 December 2024;

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 18 - Bohol Mini-Grid and Lot 19 - Eastern Mindanao) was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Edami Enterprises Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 18 – Bohol Mini-Grid and Lot 19 – Eastern Mindanao) Contract No. LOG MSSP 2025-01-005-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 9

EDAMI ENTERP

Vice President, Admin and Finance CRISANTO V. HILARIO

EDAMI ENTERPRISES

CONTRACTOR

BY:

NATIONAL POWER CORPORATION FERNANDO MARTIN Y. ROXAS President and CEO

Vice President, Admin and Finance **CRISANTO V. HILARIO**

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;
- 2. Notice of Award dated 08 January 2025;
- 3. Post Qualification Report dated 02 January 2025;
- 4. Bid Opening Report dated 18 December 2024;
- 5. CONTRACTOR's bid proposal dated 13 December 2024;
- 6. Supplemental/Bid Bulletin No. 1 dated 28 November 2024;
- 7. Notice to Proceed; and
- 8. 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

Contract between NPC and Edami Enterprises Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 18 - Bohol Mini-Grid and Lot 19 - Eastern Mindanao) Contract No. LOG MSSP 2025-01-005-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 2 of 9

EDAM-ENTERPRISI

CONTRACTOR

BY:

EDNULFO M. ANCAJAS

ice President, Admin and Finance

RISANTO V. HILARIO

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 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 – 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 CONTRACTOR in the amount of and not exceeding PHILIPPINE PESOS: TEN MILLION EIGHT HUNDRED EIGHTEEN THOUSAND THIRTY NINE PESOS AND 20/100 (PHP 10,818,039.20), 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 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.

Contract between NPC and Edami Enterprises Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 18 - Bohol Mini-Grid and Lot 19 - Eastern Mindanao) Contract No. LOG MSSP 2025-01-005-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 3 of 9

EDAMI ENTERPRISES

(CONTRACTO

BY:

BY:

Ace President, Admin and Finance **CRISANTO V. HILARIO**

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.

Contract between NPC and Edami Enterprises Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 18 - Bohol Mini-Grid and Lot 19 - Eastern Mindanao) Contract No. LOG MSSP 2025-01-005-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 4 of 9

EDAMI ENTERPRISES

CONTRACTO

BY:



BY:

Vice President, Admin and Finance

CRISANTO V. HILARIO

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.

Contract between NPC and Edami Enterprises Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 18 - Bohol Mini-Grid and Lot 19 - Eastern Mindanao) Contract No. LOG MSSP 2025-01-005-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 5 of 9

NATIONAL POWER CORPORATION

(NPC)

EDAMI ENTERPRISES (CONTRACTOR)

BY:

FERNANDO MARTINY, ROXAS

President and CEO

EDNULFO M. ANCAJAS

Owner/Proprietor

SIGNED IN THE PRESENCE OF:

BY

CRISANTO V. HILARIO

Vice President

Administration and Finance

(NPC)

CRUSTINA D. ANICAJAS

(CONTRACTOR)

FUNDS AVAILABLE

CERTIFIED FUNDS AVAILABLE
PERIOD
LOB ORDER
(1 51 CL (8 > CD)

COST CENTER: 2:

\$ 10,818,0

LORLINA E. BOMEDIANO

Sr. Department Manager, Finance

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

ACKNOWLEDGEMENT

BEFORE ME, day Dublic for and in Quezon City, Philippines, this day 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. 171; Page No. 5; Book No. 5; 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; 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)
Comer Quezon Avenue, Diliman, Quezon City

Contract between NPC and Edami Enterprises
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025
(Lot 18 – Bohol Mini-Grid and Lot 19 – Eastern Mindanao)
Contract No. LOG MSSP 2025-01-005-MDC

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

	BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of, 2025, personally appeared MR. EDNULFO M.
AN	day of, 2025, personally appeared MR. EDNULFO M.
	ANCAJAS, Owner/Proprietor, EDAMI ENTERPRISES, with Identification
	Document in the form of him Lium 102-15-014341, issued by
	at Now , on Nov. 15, 122, 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.
	WITNESO ANGLIAND AND MOTADIAL OF ALL ALL ALL ALL ALL ALL ALL ALL ALL AL

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.: 9%
Page No.: 21
Book No.: x1/
Series of 2025.



Contract between NPC and Edami Enterprises
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025
(Lot 18 – Bohol Mini-Grid and Lot 19 – Eastern Mindanao)
Contract No. LOG MSSP 2025-01-005-MDC

Owner/Proprietor

FERNANDO MARTINY ROXAS
President and CEO

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

EDAMI ENTERPRISES

Shada fall after a succession of							
	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)	
VISA	AYAS	The state of the s					
LOT	18 - Bohol Mini-Grid						
1	Bagongbanwa DPP	66,000.00	6.4000	0.7680	7.1680	473,088.00	
2	Balicasag DPP	100,000.00	6.5700	0.7884	7.3584	735,840.00	
3	Batasan DPP	32,000.00	6.3900	0.7668	7.1568	229,017.6	
4	Bilangbilangan DPP	15,000.00	5.9000	0.7080	6.6080	99,120.00	
5	Cuaming DPP	95,000.00	6.5800	0.7896	7.3696	700,112.00	
6	Hambongan DPP	21,000.00	6.3700	0.7644	7.1344	149,822.4	
7	Mantatao DPP	34,000.00	6.5700	0.7884	7.3584	250,185.60	
8	Mocaboc DPP	15,000.00	6.3900	0.7668	7.1568	107,352.0	
9	Pamilacan DPP	80,000.00	6.5685	0.7882	7.3567	588,536.0	
10	Pangapasan DPP	13,000.00	6.3700	0.7644	7.1344	92,747.2	
11	Ubay DPP	25,000.00	6.3800	0.7656	7.1456	178,640.0	
12	Cabul-an DPP	95,000.00	6.9050	0.8286	7.7336	734,692.0	
13	Bilangbilangan II DPP	33,000.00	6.4000	0.7680	7.1680	236,544.0	
14	Cataban DPP	19,000.00	6.3500	0.7620	7.1120	135,128.0	
15	Gaus DPP	15,000.00	7.3100	0.8772	8.1872	122,808.0	
16	Hingotanan DPP	44,000.00	6.4000	0.7680	7.1680	315,392.0	
17	Malingin DPP	19,000.00	6.3600	0.7632	7.1232	135,340.8	
18	Maomaoan DPP	20,000.00	6.3600	0.7632	7.1232	142,464.0	
19	Sagasa DPP	19,000.00	6.3600	0.7632	7.1232	135,340.8	
	Total Lot 18	760,000.00			Visitable Comment	5,562,170.4	
MIN	IDANAO						
LOT	T 19 - Eastern Mindanao						
1	Talicud DPP	594,000.00	5.9750	0.7170	6.6920	3,975,048.0	
2	Sarangani DPP	217,000.00	5.2700	0.6324	5.9024	1,280,820.8	
	Total Lot 19	811,000.00		Projection (Control		5,255,868.8	
	Grand Total	1,571,000.00	THE PERSON		ALCOHOLD TO THE STATE OF THE ST	10,818,039.20	

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

BY.

NOLAN JEROME A. DOLAR

Proprietor

CONTRACT NO. LOG MSSP 2025-01-004-MDC

FUEL HAULING SERVICES FOR SPUG POWER PLANTS **AND BARGES FOR CY 2025** (LOT 15 - EASTERN VISAYAS AND LOT 16 - EASTERN SAMAR) PR No. HO-FMG25-002 / PB241216-AM00572

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 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 -

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., Surigao City, 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 27 November 2024, NPC posted the Invitation to Bid for the Public Bidding of the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025;

WHEREAS, there were four (4) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 18 December 2024;

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 15 - Eastern Visayas and Lot 16 - Eastern Samar) was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR:

Vice President, Admin and Finance

CRISANTO V. HILARIO

MARTIN Y. ROXAS

President and CEO

Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 15 - Eastern Visayas and Lot 16 - Eastern Samar) Contract No. LOG MSSP 2025-01-004-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 9

BY:

NOLAN JEROME A. DOLAR

Proprietor

FERNANDO MARTÍNY RO

CRISANTO V. HILARIO Vice President, Admin and Finance

(NPC)

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:

- Bidding Documents for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 under PR No. HO-FMG25-002/ PB241216-AM00572:
- 2. Notice of Award dated 08 January 2025;
- 3. Post Qualification Report dated 02 January 2025;
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- 5. CONTRACTOR's bid proposal dated 18 December 2024;
- 6. Supplemental/Bid Bulletin No. 1 dated 28 November 2024:
- 7. Notice to Proceed; and
- 8. 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;
- 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

Contract between NPC and Nickel Forwarding Services
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025
(Lot 15 - Eastern Visayas and Lot 16 – Eastern Samar)
Contract No. LOG MSSP 2025-01-004-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 2 of 9

DOLAR

NOLAN JEROME A.

Proprietor

Vice President, Admin and Finance

O V. HILARIO

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 **one (1) year** from the date of effectivity as indicated in 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 – 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: THIRTY EIGHT MILLION THREE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED NINETY EIGHT PESOS (PHP 38,335,598.00), 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 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.

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Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 15 - Eastern Visayas and Lot 16 – Eastern Samar) Contract No. LOG MSSP 2025-01-004-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 3 of 9

BY.

BY:

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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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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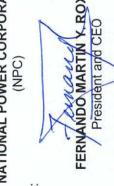
NOLAN JEROME A. DOLAR

Proprietor

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

DO MARTIN Y ROXAS esident and CEO

Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 15 - Eastern Visayas and Lot 16 – Eastern Samar) Contract No. LOG MSSP 2025-01-004-MDC VOLAN JEROME A. DOLAR



Vice President/ Admin and Finance

O V. HILARIO

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.

Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 15 - Eastern Visayas and Lot 16 - Eastern Samar) Contract No. LOG MSSP 2025-01-004-MDC

BY:

BY:

(NPC)

(NPC)

EVILLATION NARTIN Y. R

President and CEO

Vice President, Admin and Finance

O V. HILARIO

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.

Contract between NPC and Nickel Forwarding Services Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 15 - Eastern Visayas and Lot 16 – Eastern Samar) Contract No. LOG MSSP 2025-01-004-MDC IN WITNESS WHEREOF, the parties hereto have signed this Contract this 30th day of January , 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

NICKEL FORWARDING SERVICES (CONTRACTOR)

BY:

FERNANDO MARTIN Y ROXAS

President and CEO

BY:

NOLAN JEROME A DOLAR
Proprietor

SIGNED IN THE PRESENCE OF:

CRISANTO V. HILARIO

Vice President
ministration and Finance

(CONTRACTOR)

FUNDS AVAILABLE

LORLINA E BOMEDIANO

Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE
PERIOD
JOB ORDER GCSTI SUEZ CST)
COST CENTER: 2703518
AMOUNT \$38,335,598.4

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 2025, personally appeared MR. FERNANDO day of U JAN Y. President and MARTIN ROXAS, CEO. NATIONAL 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. 49; Page No. 89; Book No. 43; Series of 2025. ATZY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-008 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2025
No. 7M Panay Ave. cor. Sct. Borromeo St., Q.C.
IBP No. 492597; Q.C., 1-2-2025
PTR No. 7009622; Q.C., 1-2-2025
MCLE VII-0019570; 5-30-22

Contract between NPC and Nickel Forwarding Services
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025
(Lot 15 - Eastern Visayas and Lot 16 – Eastern Samar)
Contract No. LOG MSSP 2025-01-004-MDC

REPUBLIC OF THE PHILIPPINES) QUEZON CITY) S.S

ACKNOWLEDGEMENT

	BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
24	JAN 2025 day of, 2025, personally appeared MR. NOLAN
	JEROME A. DOLAR, Proprietor, NICKEL FORWARDING SERVICES, with
	Identification Document in the form of farsport 8-202899C, issued by
	at BUTUAN, on, 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

Doc. No.: 142 Page No.: _9 Book No .: VM Series of 2025.

Until December 31, 2025 IBP Lifetime No.: PTR No.: ATTY, COL Notary Unti PTR No. 371837 inuary 3, 2025 QC IBP No. 167803 vember 25, 2021 QC Rolf No. 3 - 57/05-09-1980 MCLE VII-0006994/09-22-2021 Adm.Matter No. NP-005(2022-2023)

TIN No. 131-942-754

BY:

NOLAN JEROME A. DOLAR

INTROXAS President and CEO

CRISANTO V. HILARIO

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

NICKEL FORWARDING SERVICES

	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)
VIS	SAYAS					
Lot	15 - Eastern Visayas					
1	Biri DPP	667,000.00	5.1985	0.6238	5.8223	3,883,474.1
2	Limasawa DPP	392,000.00	6.2266	0.7472	6.9738	2,733,729.6
3	Maripipi DPP	396,000.00	5.9691	0.7163	6.6854	2,647,418.4
4	Tagapul-an DPP	329,000.00	8.9896	1.0788	10.0684	3,312,503.6
5	Batag DPP	141,000.00	7.8248	0.9390	8.7638	1,235,695.8
6	Zumarraga DPP	637,000.00	4.9773	0.5973	5.5746	3,551,020.2
7	PB 109	88,000.00	5.1985	0.6238	5.8223	512,362.4
8	Catbalongan Area	80,000.00	5,1965	0.0230	5.6225	312,302.4
-	a. Bagongon DPP	69,000.00	8.0806	0.9697	9.0503	604 470 7
-						624,470.7
\vdash	b. Buluan DPP	21,000.00	8.0804	0.9696	9.0500	190,050.0
\vdash	c. Cinco Rama DPP	100,000.00	8.0806	0.9697	9.0503	905,030.0
-	d. Canhawan DPP	3,000.00	8.0806	0.9697	9.0503	27,150.9
9		204,000.00	7.8483	0.9418	8.7901	1,793,180.4
10	1 S- 1/2 PC-3-	240,000.00	6.3991	0.7679	7.1670	1,720,080.0
11	2.00 10/15 V/C V/C	75,000.00	6.8767	0.8252	7.7019	577,642.5
12	Mini-Grid Almagro			7.64-6-150-4-1		X2 pa 10 11 12 12 12 12 12 12 12 12 12 12 12 12
	a. Biasong DPP	48,000.00	7.9727	0.9567	8.9294	428,611.2
	b. Costa Rica DPP	85,000.00	7.9725	0.9567	8.9292	758,982.0
	c. Lunang DPP	45,000.00	7.9725	0.9567	8.9292	401,814.0
	d. Kirikite DPP	23,000.00	7.9723	0.9567	8.9290	205,367.0
13	Mini-Grid Sto. Niño					
	a. Cabunga-an DPP	20,000.00	6.3840	0.7661	7.1501	143,002.0
	b. Ilijan DPP	37,000.00	6.3839	0.7661	7.1500	264,550.0
	c. Takut DPP	132,000.00	6.3839	0.7661	7.1500	943,800.0
	d. Libucan DPP	129,000.00	5.1408	0.6169	5.7577	742,743.3
14	Capul DPP	583,000.00	5.2930	0.6352	5.9282	3,456,140.6
15		609,000.00	5.8214	0.6986	6.5200	3,970,680.0
16	A DESCRIPTION OF THE PROPERTY	148,000.00	5.7605	0.6913	6.4518	954,866.4
17		21,000.00	6.1350	0.7362	6.8712	144,295.2
	Total Lot 15	5,242,000.00				36,128,660.3
	t 16 - Eastern Samar	17,000.00	7.5982	0.9118	8.5100	144,670.0
2		13,000.00	7.5945	0.9113	8.5058	110,575.4
3		14,000.00	7.6023	0.9123	8.5146	119,204.4
4		7,000.00	9.7491	1.1699	10.9190	76,433.0
5	2 SCHOOLSON ACK.	71,000.00	7.5927	0.9111	8.5038	603,769.8
6		9,000.00	1.6095	0.1931	1.8026	16,223.4
7		7,000.00	1.6094	0.1931	1.8025	12,617.5
8		29,000.00	7.5960	0.9115	8.5075	246,717.5
9	Sta. Monica DPP	57,000.00	7.5981	0.9118	8.5099	485,064.3
10		46,000.00	7.6021	0.9123	8.5144	391,662.4
	Total Lot 16					2,206,937.7
	Grand Tota	5,512,000.00				38,335,598.0

t, Admin and Finance

O V. HILARIO

CONTRACT NO. LOG MSSP 2025-01-006-MDC

FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2025 (LOT 22 - SULU AND LOT 23 - TAWI-TAWI) PR No. HO-FMG25-002 / PB241216-AM00572

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 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 -

MEDZAR SHIPPING LINES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1018 2nd St., Aurora Village, Tumaga, Zamboanga City, Philippines, herein represented by its Secretary, MR. JULSAMAD S. TAHIR, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 27 November 2024, NPC posted the Invitation to Bid for the Public Bidding of the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025;

WHEREAS, there were four (4) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 18 December 2024:

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 22 - Sulu and Lot 23 - Tawi-Tawi) was considered as the single calculated and responsive bid:

WHEREAS, NPC accepted the said bid of the CONTRACTOR:

Contract between NPC and Medzar Shipping Lines Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 PC-MISSPD, LOGISTICS (Lot 22 - Sulu and Lot 23 - Tawi-Tawi) Contract No. LOG MSSP 2025-01-006-MDC

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MARY ANN D

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 9

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:

- Bidding Documents for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 under PR No. HO-FMG25-002/ PB241216-AM00572;
- 2. Notice of Award dated 08 January 2025;
- Post Qualification Report dated 02 January 2025;
- 4. Bid Opening Report dated 18 December 2024;
- 5. CONTRACTOR's bid proposal dated 18 December 2024;
- 6. Supplemental/Bid Bulletin No. 1 dated 28 November 2024;
- 7. Notice to Proceed; and
- 8. 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

MARY ANN DC. CALDERON

Contract between NPC and Medzar Shipping Lines

Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025

(Lot 22 - Sulu and Lot 23 - Tawi-Tawi)

Contract No. LOG MSSP 2025-01-006-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 2 of 9

NATIONAL POWER CORPORATION

NATIONAL POWER CORPORATION

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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 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 - 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: TWO HUNDRED SEVENTY EIGHT MILLION TWENTY FIVE THOUSAND **FOUR** HUNDRED **SEVENTY FIVE PESOS** AND 70/100 (PHP 278,025,475.70), 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 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

Contract between NPC and Medzar Shipping Lines Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 22 - Sulu and Lot 23 - Tawi-Tawi)

Contract No. LOG MSSP 2025-01-006-MDC

AFG-LOG-007.F01 Rev. No. 0

Sheet 3 of 9

MSSPD, LOGISTICS MARY ANN DC. CALDERON

Admin and Finance

O V. HILARIO



BY

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.

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.

MSSPD, LOGISTICS

MARY ANN DC.

LDERON

Contract between NPC and Medzar Shipping Lines

Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025

(Lot 22 – Sulu and Lot 23 – Tawi-Tawi) Contract No. LOG MSSP 2025-01-006-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 4 of 9

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 iudicial 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.

MARY ANN DC. CALDERON

Contract between NPC and Medzar Shipping Lines

Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025

(Lot 22 - Sulu and Lot 23 - Tawi-Tawi)

Contract No. LOG MSSP 2025-01-006-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 5 of 9

BY:

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.

Contract between NPC and Medzar Shipping Lines
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 C-MSSPD, LOGISTICS
(Lot 22 – Sulu and Lot 23 – Tawi-Tawi)
Contract No. LOG MSSP 2025-01-006-MDC

MARY ANN DC.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 14th day of February, 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

MEDZAR SHIPPING LINES (CONTRACTOR)

BY:

NDO MARTINY. ROXAS President and CEO

BY:

CERTIFIED FUNDS AVAILABLE

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SIGNED IN THE PRESENCE OF:

PER!OD

CRISANTÓ V. HILARIO

Vice President

dministration and Finance

(NPC)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO

Sr. Department Manager, Finance

Contract between NPC and Medzar Shipping Lines Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 NCC-MSSPD, LOGISTICS (Lot 22 - Sulu and Lot 23 - Tawi-Tawi) Contract No. LOG MSSP 2025-01-006-MDC MARY ANN DC. CALDERON

AFG-LOG-007.F01 Rev. No. 0 Sheet 7 of 9

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

ACKNOWLEDGEMENT

FEB 1 4 2025 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.:

Page No. 49 Book No. 440 Series of 2025. ATTY. JASON G. DE BELEN

Roll No. 36259

Adm. No. NP-098 Notary Public.

Notary Public for Quezon City

My Commission expires on December 31, 2025

No 7M Panay Ave. cor Sct. Borromeo St., Q.C.

iBP No. 492597; Q.C., 1-2-2025

PTR No. 7009622; Q.C.; 1-2-2025

MCLE VII-0019570; 5-30-22

Contract between NPC and Medzar Shipping Lines
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025.
(Lot 22 – Sulu and Lot 23 – Tawi-Tawi)
Contract No. LOG MSSP 2025-01-006-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 8 of 9 NPC-MSSPD, LOGISTICS CERTIFIED TOUE COPY

MARY ANN DC. CALDERON

REPUBLIC OF THE PHILIPPINES) Zambounga City) S.S

<u>ACKNOWLEDGEMENT</u>

248	BEFORE ME, a Notary Public for and in STY OF AMBRANGA Philippines, this
==	day of, 2025, personally appeared MR. JULSAMAD S. TAHIR, Secretary, MEDZAR SHIPPING LINES, with Identification Document
	in the form of $\sqrt{14-12-002076}$, issued by $4.7.0$ at
-	ZAMBS. CITY, on 11-04-2022, 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.

L中年 [N 60:527789 dated 6-25-2002 Roll No. 29140, BIR TIN 140-192-220 MCLE Compliance No. VII-0013120

Doc. No.: 40 Page No.: 10 Book No .: 107 Series of 2025.

Contract between NPC and Medzar Shipping Lines Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 CERTIFIED RUE COPY (Lot 22 - Sulu and Lot 23 - Tawi-Tawi)

Contract No. LOG MSSP 2025-01-006-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 9 of 9

MARY ANN DC. SALDERON



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

MEDZAR SHIPPING LINES

	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)
MIN	DANAO	1.5				
Lot	22 - Sulu					
1	Jolo DPP	15,888,000.00	8.9967	1.0796	10.0763	160,092,254.40
2	Luuk DPP	155,000.00	9.2281	1.1074	10.3355	1,602,002.50
3	Pandami DPP	151,000.00	12.7297	1.5276	14.2573	2,152,852.30
4	Pangutaran DPP	282,000.00	9.3311	1.1197	10.4508	2,947,125.60
5	Siasi DPP	1,836,000.00	9.3680	1.1242	10.4922	19,263,679.20
6	Lugus DPP	71,000.00	11.9232	1.4308	13.3540	948,134.00
7	Bucutua DPP	62,000.00	8.3614	1.0034	9.3648	580,617.60
8	Bulan DPP	50,000.00	8.2371	0.9885	9.2256	461,280.00
9	Banguingui DPP	21,000.00	7.3563	0.8828	8.2391	173,021.10
10	Paarol DPP	34,000.00	7.4922	0.8991	8.3913	285,304.20
11	Bangalaw DPP	31,000.00	7.4602	0.8952	8.3554	259,017.40
12	Tattalan DPP	17,000.00	11.2181	1.3462	12.5643	213,593.10
	Total Lot 22		11.2101	1.5402	12.5045	188,978,881.40
Lot	23 - Tawi - Tawi	10,000,000.00				100,370,001.40
1	Balimbing DPP	569,000.00	13.3367	1.6004	14.9371	8,499,209.90
2	Languyan DPP	245,000.00	10.0661	1.2079	11.2740	2,762,130.00
3	Manuk Mangkaw DPP	155,000.00	14.9467	1.7936	16.7403	2,594,746.50
4	Sibutu DPP	528,000.00	16.3325	1.9599	18.2924	9,658,387.20
5	West Simunul DPP	695,000.00	14.6597	1.7592	16.4189	11,411,135.50
6	Sitangkai DPP	906,000.00	16.6951	2.0034	18.6985	16,940,841.00
7	Tandubanak DPP	630,000.00	16.6877	2.0025	18.6902	11,774,826.00
*	Tandubas DPP	563,000.00	10.1115	1.2134	11.3249	6,375,918.70
9	Tabawan DPP	52,000.00	13.3517	1.6022	14.9539	777,602.80
10	Sikubong DPP	61,000.00	13.2280	1.5874	14.8154	903,739.40
11	Baldatal Islam DPP	2,000.00	10.4143	1.2497	11.6640	23,328.00
12	Mantabuan DPP	14,000.00	12.9413	1.5530	14.4943	202,920.20
13	Latuan DPP	6,000.00	12.3445	1.4813	13.8258	82,954.80
14	Banaran DPP	17,000.00	13.0287	1.5634	14.5921	248,065.70
15	Mapun DPP	834,000.00	17.2792	2.0735	19.3527	16,140,151.80
16	Taganak DPP	32,000.00	18.1539	2.1785	20.3324	650,636.80
	Total Lot 23			Minim		89,046,594.30
	Grand Total	23,907,000.00				278.025.475.70

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

MEDZAR SHIPPING LINES

(CONTRACTOR)

BY:

FERNANDOMARTIN P. BOXA
President and CEO

NATIONAL POWER CORPORATION

BY:

MARY ANN DC. CALDERON

BY:

CONTRACT NO. LOG MSSP 2025-01-003-MDC

FUEL HAULING SERVICES FOR SPUG POWER PLANTS **AND BARGES FOR CY 2025** (LOT 1B – BATANES AND SEVENTEEN (17) OTHERS) PR No. HO-FMG25-002 / PB241216-AM00572

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 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 27 November 2024, NPC posted the Invitation to Bid for the Public Bidding of the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025;

WHEREAS, there were four (4) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 18 December 2024;

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B - Batanes and Seventeen (17) Others) was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and HLYC Trading Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B – Batanes and Seventeen (17) Others) Contract No. LOG MSSP 2025-01-003-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 9

Admin and Finance

CRISANTO V. HILARIO

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:
- 2. Notice of Award dated 08 January 2025;
- 3. Post Qualification Report dated 02 January 2025;
- Bid Opening Report dated 18 December 2024;
- 5. CONTRACTOR's bid proposal dated 18 December 2024;
- 6. Supplemental/Bid Bulletin No. 1 dated 28 November 2024;
- 7. Notice to Proceed: and
- 8. 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

Contract between NPC and HLYC Trading Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B - Batanes and Seventeen (17) Others) Contract No. LOG MSSP 2025-01-003-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 2 of 9

Vice President, Admin and Finance

CRISANTO V. HILARIO

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 **one (1) year** from the date of effectivity as indicated in 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 – 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: FOUR HUNDRED SIXTY TWO MILLION SEVENTY ONE THOUSAND SIXTY PESOS AND 90/100 (PHP 462,071,060.90), 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 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.

Contract between NPC and HLYC Trading Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B – Batanes and Seventeen (17) Others) Contract No. LOG MSSP 2025-01-003-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 3 of 9

BY

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FERNANDO MARTINY. R

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.

Contract between NPC and HLYC Trading Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B – Batanes and Seventeen (17) Others) Contract No. LOG MSSP 2025-01-003-MDC

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BARRANTES

(NPC)

FERNÁNDO MARTÍN Y. ROXAS

President and CEO

Vice President, Admin and Finance

CRISANTO V. HILARIO

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.

Contract between NPC and HLYC Trading Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B – Batanes and Seventeen (17) Others) Contract No. LOG MSSP 2025-01-003-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 5 of 9

BY

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Vice President, Admin and Finance

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.

Contract between NPC and HLYC Trading
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025
(Lot 1B – Batanes and Seventeen (17) Others)
Contract No. LOG MSSP 2025-01-003-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 6 of 9

BY

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 10th day of February, 2025 at Quezon City, Philippines. NATIONAL POWER CORPORATION **HLYC TRADING** (NPC) (CONTRACTOR) BY: BY: NDO MARTIN Y ROXAS President and CEO Account Executive SIGNED IN THE PRESENCE OF: CRISANTO V. HILARIO Vice President Administration and Finance (NPC) **FUNDS AVAILABLE**

Contract between NPC and HLYC Trading
Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025
(Lot 1B – Batanes and Seventeen (17) Others)
Contract No. LOG MSSP 2025-01-003-MDC

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

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

ACKNOWLEDGEMENT

FEB 1 0 2025 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. 191; Page No. 40; 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; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Miniam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and HLYC Trading Fuel Hauling Services for SPUG Power Plants and Barges for CY 2025 (Lot 1B – Batanes and Seventeen (17) Others) Contract No. LOG MSSP 2025-01-003-MDC REPUBLIC OF THE PHILIPPINES)
QUEZON CITY () S.S

ACKNOWLEDGEMENT

BEFORE ME a Notary Public for and in Quezon Chy Philippines, this
day of N 3 0 2025, personally appeared MR. JAY RALPH Y. BARRANTES, Account Executive, HLYC TRADING, with Identification Document in the form of POSS FOR FOR 104 8 9000 277B, issued by DTA
at <u>monia</u> , on <u>feb 10, x0xx</u> , 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.
Lu O. Luci
ATTY. NELSON H. MANALILI
Notary Public Until 12-31-2025
IBP No. 4876/721/11Decemper 3025208 576
PTR Nd BM Lifetime 2No25 / Manila
MCLE Compliance No. VIII-0000943, 12-01-22 / Pasig
64 T.M. Kalaw Avenue, Ermita, Manila
Dec No. 2/0

Page No.: 44 Book No.: 144 Series of 2025. BY:

JAY RALPHY. BARRANTES
Account Executive

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FERNAMBO MARTIN Y. ROXAS
President and CEO

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

(CONTRACTOR)

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

STOCTOWERT EARLS & BARGESTOR CT 2023			HLYC TRADING				
	RECIPIENT PLANT	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)		
LUZ	ZON						
Lot	1B - Batanes						
1	Sabtang DPP	223,000.00	10.3221	1.2387	11.5608	2,578,058.40	
2	Itbayat DPP	282,000.00	10.3221	1.2387	11.5608	3,260,145.60	
	Total Lot 1B	505,000.00	- 1718			5,838,204.00	
Lot	2 - Cagayan		14				
1	Calayan DPP	384,000.00	21.8750	2.6250	24.5000	9,408,000.00	
2	Balatubat DPP	150,000.00	18.4464	2.2136	20.6600	3,099,000.00	
3	Minabel DPP	98,000.00	18.4107	2.2093	20.6200	2,020,760.00	
4	Babuyan DPP	10,000.00	27.1161	3.2539	30.3700	303,700.00	
5	Dibay-Dilam DPP	18,000.00	21.8750	2.6250	24.5000	441,000.00	
_	Total Lot 2	660,000.00	2,10100	2.0200	2.10000	15,272,460.00	
Lot	3 - Isabela	000,000.00				10,212,100100	
1	Maconacon DPP	364,000.00	20.6875	2.4825	23.1700	8,433,880.00	
	Total Lot 3	364,000.00				8,433,880.00	
Lot	4 - Palanan	397,000.00	20.2768	2.4332	22.7100	9,015,870.00	
	Total Lot 4	397,000.00				9,015,870.00	
Lot	5 - Quezon						
1	Jomalig DPP	482,000.00	21.7232	2.6068	24.3300	11,727,060.00	
2	Patnanungan DPP	638,000.00	19.3824	2.3259	21.7083	13,849,895.40	
3	Calutcot DPP	26,000.00	20.1339	2.4161	22.5500	586,300.00	
	Total Lot 5	1,146,000.00				26,163,255.40	
Lot	6B - Cabra						
1	Cabra DPP	94,000.00	6.7143	0.8057	7.5200	706,880.00	
	Total Lot 6B	94,000.00				706,880.00	
-	7B - Busuanga/Culion/Linapacan						
1	Culion DPP	1,435,000.00	7.1232	0.8548	7.9780	11,448,430.00	
2	Linapacan DPP	335,000.00	9.3290	1.1195	10.4485	3,500,247.50	
3	Mini-Grid Linapacan a. Nangalao DPP	94,000.00	9.2857	1.1143	10.4000	077 600 00	
	b. Maroyogroyog DPP	5,000.00	9.2768	1.1143	10.3900	977,600.00 51,950.00	
	c. Pical DPP	4,000.00	9.3304	1.1196	10.4500	41,800.00	
4	Mini-Grid Busuanga	4,000.00	3,0004	1.1100	10.4000	41,000.00	
_	a. Galoc DPP	19,000.00	9.3100	1.1172	10.4272	198,116.80	
	b. Tara DPP	24,000.00	9.3125	1,1175	10.4300	250,320.00	
	c. Bulalacao DPP	12,000.00	9.3304	1.1196	10.4500	125,400.00	
	d. Cabugao DPP	6,000.00	9.3304	1.1196	10.4500	62,700.00	
	e. Panlaitan DPP	60,000.00	9.3214	1.1186	10.4400	626,400.00	
	f. Maglalambay DPP	29,000.00	9.3304	1.1196	10.4500	303,050.00	
	Total Lot 7B	2,023,000.00				17,586,014.30	
Lot	8B - Cuyo/Agutaya/Cagayancillo						
1	Bisucay DPP	81,000.00	2.6920	0.3230	3.0150	244,215.00	
2	Agutaya DPP	207,000.00	8.8400	1.0608	9.9008	2,049,465.60	
3	Cagayancillo DPP	248,000.00	12.0600	1.4472	13.5072	3,349,785.60	
4	Concepcion DPP	158,000.00	8.8300	1.0596	9.8896	1,562,556.80	
5	Macaranao DPP	2,000.00	8.8430	1.0612	9.9042	19,808.40	
1.04	9 - Balabac/Araceli	696,000.00				7,225,831.40	
LOT 1	Balabac DPP	410,000.00	17.2232	2.0668	19.2900	7,908,900.00	
2	Mangsee DPP	205,000.00	15.0089	1.8011	16.8100	3,446,050.00	
3	Bancalaan 1 DPP	143,000.00	8.5143	1.0217	9.5360	1,363,648.00	
4	Bancalaan 2 DPP	111,000.00	8.5232	1.0217	9.5460	1,059,606.00	
5	Ramos DPP	17,000.00	9.8964	1.1876	11.0840	188,428.00	
6	Araceli DPP	439,000.00	17.2500	2.0700	19.3200	8,481,480.00	
7	Calandagan DPP	118,000.00	21.9911	2.6389	24.6300	2,906,340.00	
8	Green Island DPP	8,000.00	18.6964	2.2436	20.9400	167,520.00	
-	Total Lot 9					25,521,972.00	

BY:

JAY RALPHY. BARRANTES
Account Executive

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FERNANDO MARTIN Y. ROXAS

President and CEO

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

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

HLYC TRADING

		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)
Lot	10 - Mini-Grid Taytay					
1	Kalayaan DPP	113,000.00	34.3750	4.1250	38.5000	4,350,500.00
2	Mini-Grid Taytay					
	a. Biton DPP	24,000.00	10.3839	1.2461	11.6300	279,120.0
	b. Casian DPP	96,000.00	23.1696	2.7804	25.9500	2,491,200.0
	c. Paly DPP	83,000.00	23.1429	2.7771	25.9200	2,151,360.0
	d. Batas DPP	21,000.00	23.0089	2.7611	25.7700	541,170.0
	e. Debangan DPP	27,000.00	23.1071	2.7729	25.8800	698,760.0
	Total Lot 10	364,000.00				10,512,110.0
Lot	11 - Masbate Mini-Grid					
1	Chico DPP	63,000.00	5.7321	0.6879	6.4200	404,460.0
2	Gilotongan DPP	199,000.00	8.6500	1.0380	9.6880	1,927,912.0
3	Guinawayan DPP	59,000.00	3.7125	0.4455	4.1580	245,322.0
4	Nabuctot DPP	38,000.00	3.6696	0.4404	4.1100	156,180.0
5	Peña DPP	77,000.00	8.6339	1.0361	9.6700	744,590.0
6	Naro DPP	285,000.00	3.5298	0.4236	3.9534	1,126,719.0
7	Jintotolo DPP	25,000.00	8.6527	1.0383	9.6910	242,275.0
-	Total Lot 11	746,000.00	0.0021	110000	0.00.0	4.847,458.0
Lot	12 - Camsur Mini-Grid	740,000.00				4,047,400.0
1	Atulayan DPP	33,000.00	11.4920	1.3790	12.8710	424,743.0
2	Palumbanes DPP	64,000.00		1.3998	13.0648	836,147.2
2	Total Lot 12		11.6650	1.3990	13.0040	
1 -4	13 - Masbate Pres Mini-Grid	97,000.00	-			1,260,890.2
		67.000.00	47.0204	2.0070	10 2000	4 202 000 0
1	Aroroy Area	67,000.00	17.2304	2.0676	19.2980	1,292,966.0
2	Baleno Area	6,000.00	17.2304	2.0676	19.2980	115,788.0
3	Balud Area	40,000.00	17.2304	2.0676	19.2980	771,920.0
4	Cataingan Area	38,000.00	17.2304	2.0676	19.2980	733,324.0
5	Cawayan Area	31,000.00	17.2304	2.0676	19.2980	598,238.0
6	Dimasalang Area	18,000.00	17.2304	2.0676	19.2980	347,364.0
7	Esperanza Area	3,000.00	17.2304	2.0676	19.2980	57,894.0
8	Mandaon Area	36,000.00	17.2304	2.0676	19.2980	694,728.0
9	Milagros Area	100,000.00	17.2304	2.0676	19.2980	1,929,800.0
10	Mobo Area	10,000.00	17.2304	2.0676	19.2980	192,980.0
11	Pio V. Corpuz	4,000.00	17.2304	2.0676	19.2980	77,192.0
12	Placer Area	18,000.00	17.2304	2.0676	19.2980	347,364.0
13	Uson Area	22,000.00	17.2304	2.0676	19.2980	424,556.0
	Total Lot 13	393,000.00				7,584,114.0
Lot	14 - Burias Island/Albay					
1	San Pascual DPP	944,000.00	14.9018	1.7882	16.6900	15,755,360.0
2	Claveria DPP	650,000.00	15.9393	1.9127	17.8520	11,603,800.0
3	Mini-Grid Burias					
	a. Dangcalan DPP	48,000.00	18.8482	2.2618	21.1100	1,013,280.0
	b. Malaking Ilog DPP	109,000.00	18.8393	2.2607	21.1000	2,299,900.0
	c. Mababang Baybay DPP	63,000.00	18.8214	2.2586	21.0800	1,328,040.0
	d. Osmeña DPP	94,000.00	18.8304	2.2596	21.0900	1,982,460.0
	e. Peñafrancia DPP	49,000.00	18.8054	2.2566	21.0620	1,032,038.0
	f. Quezon DPP	32,000.00	18.7857	2.2543	21.0400	673,280.0
4	Rapu-Rapu DPP	738,000.00	9.9509	1.1941	11.1450	8,225,010.0
5	Batan DPP	643,000.00	10.1116	1.2134	11.3250	7,281,975.0
6	Calaguas DPP	129,000.00	14.8554	1.7826	16.6380	2,146,302.0
7	Butawanan DPP	23,000.00	23.3036	2.7964	26.1000	600,300.0
	Total Lot 14	3,522,000.00				53,941,745.0
VIS	AYAS					
_	17 - Western Visayas					
1	Kinatarcan DPP	316,000.00	7.7989	0.9359	8.7348	2,760,196.8
2	Gigantes DPP	898,000.00	11.5438	1.3853	12.9291	11,610,331.8
	Guiwanon DPP	56,000.00	11.5438	1.3853	12.9291	724,029.6
3	1	20,000.00	1		12.0201	. = .,0=0.0

HLYC TRADING (CONTRACTOR)

BY:

SIGNED IN THE PRESENCE OF:

BY:

NATIONAL POWER CORPORATION

FERNANDO MARTIN Y ROXAS

President and CEO

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

Account Executive

(CONTRACTOR)

SPUG POWER PLANTS & BARGES FOR CY 2025

FUEL HAULING SERVICES FOR

HLYC TRADING

			Accompanies of the control of the co					
	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)		
5	Molocaboc DPP	34,000.00	4.2638	0.5117	4.7755	162,367.00		
6	Hilotongan DPP	39,000.00	7.0714	0.8486	7.9200	308,880.00		
7	Tagubanhan DPP	68,000.00	11.6479	1.3977	13.0456	887,100.80		
8	Caluya DPP	972,000.00	10.6071	1.2729	11.8800	11,547,360.00		
9	Sibolo DPP	38,000.00	11.6429	1.3971	13.0400	495,520.00		
	Total Lot 17	2,517,000.00				29,736,979.60		
MIN	DANAO							
Lot	20A - Dinagat Mainland							
1	Dinagat DPP	7,361,000.00	6.1428	0.7371	6.8799	50,642,943.90		
2	Loreto DPP	48,000.00	5.1960	0.6235	5.8195	279,336.00		
3	PB 116	382,000.00	5.1938	0.6233	5.8171	2,222,132.20		
	Total Lot 20A	7,791,000.00				53,144,412.10		
Lot	20B - Surigao	1,101,000.00				00,111,112.11		
1	Hikdop DPP	97,000,00	4.9409	0.5929	5.5338	536,778.60		
2	Gibusong DPP	72,000.00	6.0345	0.7241	6.7586	486,619.20		
3	Sibanag HPP	20,000.00	6.0345	0.7241	6.7586	135,172.0		
	Total Lot 20B	189,000.00	0.0010	0.7211	0.7000	1,158,569.80		
LOT	21 - Zamboanga/Basilan	,				1,100,000.01		
1	Basilan DPP	8,485,000.00	9.2677	1.1121	10.3798	88,072,603.00		
2	PB 119	5,245,000.00	9.2757	1.1131	10.3888	54,489,256.00		
3	PB 108	2,882,000.00	9.2757	1.1131	10.3888	29,940,521.60		
4	Sacol DPP	265,000.00	17.8571	2.1429	20.0000	5,300,000.00		
5	Great Sta. Cruz DPP	15,000.00	12.0000	1,4400	13.4400	201,600.00		
6	Manalipa DPP	26,000.00	11.9018	1.4282	13.3300	346,580.00		
7	Pangapuyan DPP	18,000,00	12.1250	1.4550	13.5800	244,440.00		
8	Tigtabon DPP	74,000.00	12.5893	1.5107	14.1000	1,043,400.00		
9	Tumalutab DPP	42,000.00	11.7500	1.4100	13.1600	552,720.00		
10	Pilas DPP	115,000.00	16.4375	1.9725	18.4100	2,117,150.00		
11	Tapiantana DPP	23,000.00	13.7040	1.6445	15.3485	353,015.50		
12	Lanawan DPP	18,000.00	13.7040	1.6445	15.3485	276,273.0		
13	Saluping DPP	34,000.00	13.7179	1.6461	15.3640	522,376.0		
14	Bubuan DPP	36,000.00	13.7143	1.6457	15.3600	552,960.00		
15	Baluk-Baluk DPP	3,000.00	13.7143	1.6457	15.3600	46,080.00		
16	Palahangan DPP	4,000.00	13.7143	1.6457	15.3600	61,440.00		
,,,	Total Lot 21	17,285,000.00	10.7 140	1.0407	10.0000	184,120,415.10		
	Grand Total	40.240.000.00				462,071,060.90		