DO MARTIN Y. ROXAS CRISANTO V. HILARIO Vice President Admin and Finance (NPC)

FUEL HAULING SERVICES TO SPUG POWER PLANTS
AND BARGES FOR CY 2024
(LOT NOS. 1A – BASCO DPP/HUB AND SEVENTEEN (17) OTHERS)
PR NO. HO-FMG24-007 / PB240326-AM (NP)

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 25 May 2024, NPC posted the Invitation to Bid for the Negotiated Procurement – Two Failed Biddings for the Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024;

WHEREAS, only one (1) prospective bidder secured the Terms of Reference and participated in the Negotiated Procurement conducted on 28 May 2024 on the aforesaid undertaking;

WHEREAS, the CONTRACTOR's bid offer for the Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1A – Basco DPP/Hub and Seventeen (17) Others) was considered as the single calculated and responsive bid;

WHEREAS. NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and HLYC Trading Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1A – Basco DPP/Hub and Seventeen (17) Others) Contract No. LOG MSSP 2024-06-078-MDC

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

BY

CONTRACTOR

- Admin and Finance

CRISANTO V. HILARIO



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:

- Terms of Reference for the Fuel Hauling Services to SPUG Power 1. Plants and Barges for CY 2024 (PR No. HO-FMG24-007/ PB240326-AM (NP):
- Notice of Award dated 05 June 2024; 2.
- Post-qualification Report dated 29 May 2024; 3.
- Bid Opening Report dated 28 May 2024; 4.
- Contractor's bid proposal dated 28 May 2024; 5.
- Supplemental/Bid Bulletin Nos. 1 and 2 dated 27 May 2024; 6.
- 7. Notice to Proceed; and
- The Performance Security to be filed by CONTRACTOR in accordance 8. with this Contract.

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the documents with the latest date shall prevail.

ARTICLE II SCOPE OF WORK

Diesel fuel oil hauling services 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;
- Transfer of fuel from tanker/tank truck/drums to the fuel storage tanks at the receiving plants; and
- 5. In case of packaged fuel deliveries (drums/navy cubes) to recipient power plants without fuel storage tank, Contractor shall provide and retain sufficient number of container drums for the plants' utilization. Retrieval of empty container drums/navy cubes from the recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

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37.

ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be SEVEN (7) MONTHS from the date of issuance of the Notice to Proceed (NTP) or until the remaining volume/amount is fully consumed or not possible to deliver.

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

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: THREE HUNDRED FIFTY ONE MILLION ONE HUNDRED FIFTY TWO THOUSAND THREE HUNDRED ONE (PHP 351,152,301.00) as reflected in Annex A.

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

ARTICLE VI PERFORMANCE SECURITY

To guarantee the faithful performance of the Contractor's obligation under this Contract, the Contractor shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

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

SIGNED IN THE PRESENCE OF:

- Admin and Finance

Presiden

RISANTO V. HILARIO

FERNANDO MARTINY, ROXAS

t - Admin and Finance NTO V. HILARIO

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

The Performance Security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's acceptance of the last delivery/final acceptance of the project. The Performance Security shall also answer for any damages and expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its contractual obligations herein without prejudice to the other legal remedies which may be resorted to by NPC. The bond shall be released sixty (60) days after the last delivery period following the date of completion of the Contractor's performance obligations under the Contract and the issuance of certification to that effect by NPC, including any warranty obligations, unless otherwise specified in the Terms of Reference, provided there are no claims against the CONTRACTOR and/or its bondsmen.

Any extension of the delivery period, which may be granted to the CONTRACTOR, shall be considered as given and any modification of the Contract shall be considered as authorized with the express consent of the surety.

ARTICLE 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 Contact inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VIII AGREEMENT MODIFICATION

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

ARTICLE IX SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The Contractor shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Contract between NPC and HLYC Trading Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1A - Basco DPP/Hub and Seventeen (17) Others) Contract No. LOG MSSP 2024-06-078-MDC

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

- Admin and Finance CRISANTO V. HILARIO President and CEC

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. adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE X PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the Contractor, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the Contractor cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the Contractor in the submission of documents, or suppression of material facts, which if known could have disqualified the Contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE XI RIGHT OF NPC TO TERMINATE CONTRACT

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

ARTICLE XII WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer or NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR

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



will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the third degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; and that if any commission is being paid to a private person, it shall disclose the name of the said person and the amount being paid; and that any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction from the Contract price of the consideration or commission paid without prejudice to the filing of any action for violation of R.A. No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XIII VALIDITY CLAUSE

If any term or condition of this Contract is held invalid or contrary to law. the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XIV VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines, only.

ce President - Admin and Finance SRISANTO V. HILARIO (NPC)

CONTRACTOR

Contract between NPC and HLYC Trading Fuel Hauling Services to SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1A - Basco DPP/Hub and Seventeen (17) Others) Contract No. LOG MSSP 2024-06-078-MDC

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

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 1014 day of July , 2024 at Quezon City, Philippines. **HLYC TRADING** NATIONAL POWER CORPORATION (CONTRACTOR) (NPC) By: By: JAY RALPHY, BARRANTES NDO MARTIN Y. ROXAS Account Executive President and CEO SIGNED IN THE PRESENCE OF: JOSIE JANCHEZ (CONTRACTOR) TO V. HILARIO CRISA Vice President Administration and Finance (NPC) **FUNDS AVAILABLE** 61,100,500.37 A E. BOMEDIANO Sr. Department Manager, Finance

JOB ORDER

REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

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

Doc. No. 44; Page No. 10; Book No. 5; Series of 2024. Notary Public
Until December 31, 2024
IBP Lifetime No.:
PTR No.:
PTR No.:
PTR No.:

Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 20.
Roll No. 44291
IBP No. 307797; 01/31/2023; Tariac
-TR No. 5661363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
enator Defensor-Santiago Avenue (formerly BIR Road)
Comer Quezon Avenue, Diliman, Quezon City

REPUBLIC OF THE PHILIPPINES) Quezon City) S.S.

ACKNOWLEDGEMENT

JUN	2 8 2024 day of, 2024, personally appeared MR. JAY RALPH
	Y. BARRANTES, Account Executive, HLYC TRADING, Identification Document
	in the form of Government ID No. 1887 As Taissued at 177 Month
	on 02 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.

Doc. No. 44 ; Page No. 64 Book No. 2 ; Series of 2024. Notary Public
Until December 31, 2024
IBP Lifetime No.:
PTR No.:

ATTY. ISIDRO DE BARRIOS III

Notary Public for Quezon City

Until December 31, 2024

Roll of Attorneys No. 56095

P.T.R. No. 0226297, 2/2/2024, Capiz

IBP Lifetime No. 015948

Dimpliance No. VIII-0005542, 27 December 1

MCLE Compliance No. VIII-0005542, 27 December 2023 U2 Damar Bldg. 45 West Avenue Brgy. West Triangle, Quezon City BARRANTES

(CONTRACTOR) DOTE CANCHEZ

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

FERNANDO MARTIN Y. ROXAS
President and CEO

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

HLYC TRADING

Fuel Volume to be RECIPIENT PLANT Hauled for CY 2024 (Liters)			HLYC TRADING				
			Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)	
Lot	1A - Basco DPP/Hub						
1	Basco DPP	2,192,000	10.9274	1.3113	12.2387	26,827,230.40	
- ^	Total Lot 1A	2,192,000	79.02.1	1.0110	12.2007	26,827,230.40	
Lot	1B - Sabtang/Itbayat	2,102,000			-	20,027,200.40	
1	Sabtang DPP	137,000	9.9252	1,1910	11,1162	1,522,919.40	
2	Itbayat DPP	144,000	9.9252	1.1910	11,1162	1,600,732.80	
	Total Lot 1B	281,000		111919	1111152	3,123,652.20	
Lot	2 - Cagayan		1				
1	Calayan DPP	287,000	21.0831	2.5300	23.6131	6,776,959.70	
2	Balatubat DPP	81,000	17.7413	2.1290	19.8703	1,609,494.30	
3	Minabel DPP	26,000	17.7039	2.1245	19.8284	515,538.40	
	Total Lot 2	394,000			10.0201	8,901,992.40	
Lot	5 - Quezon					2,00 1,002.70	
1	Jomalig DPP	276,000	20.8916	2.5070	23.3986	6,458,013.60	
2	Patnanungan DPP	547,000	18.6370	2.2364	20.8734	11,417,749.80	
	Total Lot 5	823,000				17,875,763.40	
Lot	6A - Lubang/Tingloy					11/01/01/00/10	
1	Lubang DPP	1,521,000	4.3786	0.5254	4.9040	7,458,984.00	
2	Tingloy DPP	671.000	5.6466	0.6776	6,3242	4,243,538.20	
	Total Lot 6A	2,192,000	(7.50.000			11,702,522.20	
Lot	6B - Cabra					.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
1	Cabra DPP	58,000	6.4588	0.7751	7.2339	419,566.20	
	Total Lot 6B	58,000	1315322	12277.27		419,566.20	
Lot	7A - Busuanga Hub	10.6000					
1	Busuanga Hub	1,676,000	4.5662	0.5479	5.1141	8,571,231.60	
	Total Lot 7A	1,676,000				8,571,231.60	
Lot	7B - Busuanga/Culion/Linapacan					77.1.104.1.1.17	
1	Culion DPP	1,329,000	6.8497	0.8220	7.6717	10,195,689.30	
2	Linapacan DPP	286,000	8.9703	1.0764	10.0467	2,873,356.20	
3	Mini-Grid Linapacan						
	a. Nangalao DPP	7,000	8.9336	1.0720	10.0056	70,039.20	
4	Mini-Grid Busuanga						
	a. Galoc DPP	9,000	8.9520	1.0742	10.0262	90,235.80	
7	b. Tara DPP	11,000	8.9556	1.0747	10.0303	110,333.30	
	c. Panlaitan DPP	34,000	8.9666	1.0760	10.0426	341,448.40	
	Total Lot 7B	1,676,000				13,681,102.20	
_ot	8A - Cuyo DPP/Hub						
1	Cuyo DPP	1,873,000	5.7326	0.6879	6.4205	12,025,596.50	
	Total Lot 8A	1,873,000	2-40,00,00	200 cm (200 cm (20) cm		12,025,596.50	
ot	8B - Cuyo/Agutaya/Cagayancillo						
1	Bisucay DPP	2,000	2.5886	0.3106	2.8992	5,798.40	
2	Agutaya DPP	104,000	8.5004	1.0200	9.5204	990,121.60	
3	Cagayancillo DPP	167,000	11.5993	1.3919	12.9912	2,169,530.40	
4	Concepcion DPP	39,000	8.4944	1.0193	9.5137	371,034.30	
	Total Lot 8B	312,000			3000A (1.040)	3,536,484.70	
.ot	9 - Balabac/Araceli						
1	Balabac DPP	277,000	16.5620	1.9874	18.5494	5,138,183.80	
2	Mangsee DPP	73,000	14.4395	1.7327	16.1722	1,180,570.60	

JAY RALPH Y. BARRANTES
Account Executive

CATICHER (CONTRACTOR)

Vice President - Admin and Finance (NPC)

FERNANDO MARTIN Y ROXAS President and CEO **FUEL HAULING SERVICES FOR** SPUG POWER PLANTS & BARGES FOR CY 2024

HLYC TRADING

		HLYC TRADING				
RECIPIENT PLANT	Fuel Volume to be Hauled for CY 2024 (Liters)	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)	
3 Bancalaan 1 DPP	9,000	8,1872	0.9825	9.1697	82,527.3	
4 Bancalaan 2 DPP	11,000	8.1962	0.9835		178.10x 53035388 =	
5 Araceli DPP	415,000	16.5870		9.1797	100,976.7	
Total L		10.3670	1.9904	18.5774	7,709,621.0	
Lot 10 - Kalayaan/Mini-Grid Tayta					14,211,879.4	
1 Kalayaan DPP		19.00				
	28,000	33.0550	3.9666	37.0216	1,036,604.8	
a. Biton DPP	6,000	9.9928	1.1991	11,1919	67,151.4	
b. Casian DPP	49,000	22.2843	2.6741	24.9584	1,222,961.6	
c. Paly DPP	37,000	22.2582	2.6710	24.9292	922,380.4	
d. Batas DPP	5,000	22.1304	2.6556	24.7860	123,930.0	
e, Debangan DPP	17,000	22.2245	2.6669	24.8914	1 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	
Total Lot	10 142,000		2.0000	24.0314	423,153.8	
ot 11 - Masbate Mini-Grid					3,796,182.0	
1 Chico DPP	34,000	E 5100	0.0001	87722		
2 Guilotongan DPP	139,000	5.5196	0.6624	6.1820	210,188.0	
3 Nabuctot DPP	19,000	8.3175	0.9981	9.3156	1,294,868.4	
4 Peña DPP	21,000	3.5323	0.4239	3.9562	75,167.8	
5 Naro DPP	156,000	8.3029	0.9963	9.2992	195,283.2	
Total Lot		3.3942	0.4073	3,8015	593,034.00	
ot 12 - Camsur Mini-Grid	369,000				2,368,541.40	
1 Atulayan DPP	E 000	44.00.00				
2 Palumbanes DPP	5,000	11.0512	1.3261	12.3773	61,886.50	
Total Lot	48,000	11.2165	1.3460	12.5625	603,000.00	
ot 13 - PRES Mini-Grid		2000 2000 2			664,886.50	
1 Aroroy Area	725,000	16.5690	1.9883	18.5573	13,454,042.50	
2 Baleno Area						
3 Balud Area						
4 Cataingan Area	+					
5 Cawayan Area						
6 Dimasalang Area						
7 Esperanza Area						
8 Mandaon Area						
9 Milagros Area						
0 Mobo Area						
1 Pio V. Corpuz						
2 Placer Area						
3 Uson Area						
Total Lot 1 ot 14 - Burias Island/Albay	3 725,000				13,454,042.50	
San Pascual DPP						
	585,000	14.3299	1.7196	16.0495	9,388,957.50	
Claveria DPP Mini-Grid Burias	418,000	15.3278	1.8393	17.1671	7,175,847.80	
a. Malaking Ilog DPP						
	46,000	18,1164	2.1740	20.2904	933,358.40	
b. Mababang Baybay DPP	29,000	18,1009	2.1721	20.2730	587,917.00	
c. Osmeña DPP	45,000	18.1069	2.1728	20,2797	912,586.50	
d. Peñafrancia DPP	13,000	18.0824	2.1699	20.2523	263,279,90	
e. Quezon DPP Rapu-Rapu DPP	9,000	18.0672	2.1681	20,2353	182,117.70	
- Topic State Stat	691,000	9.5700	1.1484	10.7184	7,406,414.40	
	590,000	9.7257	1.1671	10.8928	6,426,752.00	
3	13,000	14.2854	1.7142	15.9996	207,994.80	
Total Lot 14 1 20A - Dinagat Mainland	2,439,000				33,485,226.00	
Dinagat DPP PB 116	5.761,000	5.9066	0.7088	6.6154	38,111,319.40	
	385,000	4.9946	0.5994	5.5940	2,153,690.00	
Total Lot 20A	6,146,000				40,265,009.40	

ВY: