CONTRACT NO. LOG MSSP 2024-02-030-MDC

FIVE (5) MONTHS FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2024 (LOT NOS. 1, 6, 7, 8, 20A, 20B & 21) HO-FMG24-004 / EC240118-AM00031(NP4)

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, by and between:

The NATIONAL POWER CORPORATION, a 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 12 February 2024, NPC posted the Invitation to Bid for the Negotiated Procurement - Emergency Cases for the Five (5) Months Fuel Hauling Services for 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 14 February 2024 on the aforesaid undertaking;

WHEREAS, the CONTRACTOR's bid offer for the Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY (Lot Nos. 1, 6, 7, 8, 20A, 20B & 21) 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 Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1, 6, 7, 8, 20A, 20B & 21) Contract No. LOG MSSP 2024-02-030-MDC

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Admin and Finance

PRESENCE OF:

SIGNED IN THE



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 Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024 (PR No. HO-FMG24-004 / EC240118-AM00031 (NP4));
- 2. Notice of Award dated 15 February 2024;
- 3. Bid Evaluation and Post-qualification Report dated 15 February 2024;
- Contractor's bid proposal dated 14 February 2024;
- 5. Notice to Proceed; and
- The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

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

ARTICLE II SCOPE OF WORK

Fuel Hauling services as specified herein is summarized as follows:

- Supply of labor, supervision and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract:
- 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 Contractor'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 from the recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be **FIVE (5) MONTHS** from the date of issuance of the Notice to Proceed (NTP) or until the contracted volume of fuel to be hauled is fully served.

Contract between NPC and HLYC Trading
Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024
(Lot Nos. 1, 6, 7, 8, 20A, 20B & 21)
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NATIONAL POWER CORPORATION

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: ONE HUNDRED SEVENTY ONE MILLION NINE HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED SEVENTY SIX PESOS AND 90/100 (PHP 171,935,976.90) 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 consumed. The contract extension shall not exceed a period of three (3) 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.

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

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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.

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,

Contract between NPC and HLYC Trading Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1, 6, 7, 8, 20A, 20B & 21) Contract No. LOG MSSP 2024-02-030-MDC

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the Contractor shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE X PRE-TERMINATION

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

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

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

ARTICLE XI RIGHT OF NPC TO TERMINATE CONTRACT

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

ARTICLE XII WARRANTY CLAUSE

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

Contract between NPC and HLYC Trading Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024 (Lot Nos. 1, 6, 7, 8, 20A, 20B & 21) Contract No. LOG MSSP 2024-02-030-MDC

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E. BOMEDIANO

(NPC)

FERNANDO MARTIN Y. R.

President and CEO

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.

Contract between NPC and HLYC Trading
Five (5) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024
(Lot Nos. 1, 6, 7, 8, 20A, 20B & 21)
Contract No. LOG MSSP 2024-02-030-MDC

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 144 day of Marca, , 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: (le (cel ille) (CONTRACTOR) LORLINA E. BOMEDIANO OIC-OVP, Admin & Finance (NPC) Non-oma(m CERTIFIED FU **FUNDS AVAILABLE** PERIOD JOB ORDER COST CENTE AMOUNT ale all LORLINA E. BOMEDIANO OIC-OVP, Admin & Finance

REPUBLIC OF THE PHILIPPINES)

GOEZON CITY

) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of MAR 1 A 2024, personally appeared MR. FERNANDO MARTIN Y. ROXAS, President and CEO, NATIONAL POWER CORPORATION, with Identification Document in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc. No. 473; Page No. 46; Book No. 5; Series of 2024. Notary Public
Until December 31, 2024
IBP Lifetime No.:
PTR No.:

ATTY. ROLOLIC M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5661363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City

4th Floor Gabriel Y, Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Comer Quezon Avenue, Diliman, Quezon City

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _______, 2024, personally appeared MR. JAY RALPH V. BARRANTES, Account Executive, HLYC TRADING, Identification Document in the form of Government ID No. Percenter, issued at ______, 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
Until December 31, 2024
IBP Lifetime No.:
PTR No.:

Doc. No. 115; Page No. 13 Book No. 12; Series of 2024. ATTY. ISHTRO E. BARRIOS III

Notary Public

Until December 31, 2024

Roll of Attorneys No. 56095

P.T.R. No. 0226897, 1/2/2024, Capiz

IBP Lifetime No. 015948

MCLE Compliance No. VII – 0012461, 08 March 2022

U2 Damar Bidg. 46 West Avenue

Brgy. West Triangle, Quezon City

N Y-ROXAS

FUEL HAULING SERVICES FOR

SPUG POWER PLANTS & BARGES FOR CY 2024

HLYC TRADING

		1121011010110				
	RECIPIENT PLANT	Fuel Volume to be Hauled for CY 2024 (Liters)	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)
Lot	1 - Batanes					
1	Basco DPP	1,500,000	10.9285	1.3114	12.2399	18,359,850.00
2	Sabtang DPP	105,000	20.8670	2.5040	23.3710	2,453,955.00
3	Itbayat DPP	144,000	20.8670	2.5040	23.3710	3,365,424.00
	Total Lot 1	1,749,000				24,179,229.00
Lot	6 - Lubang/Tingloy					
1	Lubang DPP	929,000	4.3790	0.5255	4.9045	4,556,280.50
2	Cabra DPP	41,000	10.8535	1.3024	12.1559	498,391.90
3	Tingloy DPP	497,000	5.6490	0.6779	6.3269	3,144,469.30
	Total Lot 6	1,467,000				8,199,141.70
Lot	7 - Culion/Linapacan					
1	Culion DPP	825,000	11.4160	1.3699	12.7859	10,548,367.50
2	Linapacan DPP	195,000	13.5385	1.6246	15.1631	2,956,804.50
3	Mini-Grid Linapacan					
-	a. Nangalao DPP	25,000	13.5385	1.6246	15.1631	379,077.50
-	b. Maroyogroyog DPP	3,000	13.4900	1.6188	15.1088	45,326.40
-	c. Pical DPP	2,000	13.5380	1,6246	15,1626	30,325.20
4	Mini-Grid Busuanga				12444702507	
	a. Galoc DPP	8,000	13.5380	1.6246	15.1626	121,300.80
-	b. Tara DPP	11,000	13.5380	1.6246	15,1626	166,788.60
_	c. Bulalacao DPP	5,000	13.5380	1,6246	15.1626	75,813.00
-	d. Cabugao DPP	4,000	13.5380	1.6246	15.1626	60,650.40
	e. Panlaitan DPP	29,000	13,5380	1.6246	15.1626	439,715.40
	f. Maglalambay DPP	9,000	13.5380	1.6246	15.1626	136,463.40
_	Total Lot 7	278-22				14,960,632.70
Lot	8 - Cuyo/Agutaya	0.13333				
1	Cuyo DPP	1,200,000	5.7330	0.6880	6.4210	7,705,200.00
2	Bisucay DPP	18,000	8.5450	1.0254	9.5704	172,267.20
3	Agutaya DPP	113,000	14.2380	1.7086	15.9466	1,801,965.80
4	Cagayancillo DPP	128,000	17.3350	2.0802	19.4152	2,485,145.60
5	Concepcion DPP	45,000	14.2390	1.7087	15.9477	717,646.50
6	Macaranao DPP	2,000	14.2390	1.7087	15.9477	31,895.40
	Total Lot 8	100000000000000000000000000000000000000	1,,,200		10.0.1.1	12,914,120.50
Lot	20A - Surigao	1,000,000				12,011,120100
_	Dinagat DPP	3,482,000	5.9065	0.7088	6.6153	23,034,474.60
2	Loreto DPP	106,000	4.9965	0.5996	5.5961	593,186.60
3	PB 116	360,000	4.9965	0.5996	5.5961	2,014,596.00
	Total Lot 20A		110000	0,000	0,000	25,642,257.20
Lot	20B - Surigao	0,040,000				
1	Hikdop DPP	69,000	4.7510	0.5701	5.3211	367,155.90
2	Gibusong DPP	20,000	5.8025	0.6963	6.4988	129,976.00
3	Sibanag HPP	2,000	5.8025	0.6963	6.4988	12,997.60
J	Total Lot 20B		0.0020	0.0000	0.4000	510,129.50
Lot	21 - Zamboanga/Basilan	31,000				010,120100
1	Basilan DPP	4,881,000	8.9113	1.0694	9.9807	48,715,796.70
2	PB 119	1,578,000	8.9190	1.0703	9.9893	15,763,115.40
3	PB 108	1,689,000	8.9190	1.0703	9.9893	16,871,927.70
4	Sacol DPP	130,000	17.1855	2.0623	19.2478	2,502,214.00
5	Great Sta. Cruz DPP	4,000	11.9910	1.4389	13.4299	53,719.60
-	Manalipa DPP	6,000	11.4505	1.3741	12.8246	76,947.6
7	Pangapuyan DPP	4,000	11.8450	1.4214	13.2664	53,065.60
8	Land of the Section of	13,000	12.1760	1.4611	13.6371	177,282.30
	Tigtabon DPP	13,000	12.1700	1.4011	13,0371	111,202.00

(CONTRACTOR)

JAY RALPHY BARRANTES

Account Executive

LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

FUEL HAULING SERVICES FOR

SPUG POWER PLANTS & BARGES FOR CY 2	024
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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 (PhF
10	Pilas DPP	46,000	15.9230	1.9108	17.8338	820,354
11	Tapiantana DPP	6,000	13.1790	1.5815	14.7605	88,563
12	Lanawan DPP	8,000	13.1810	1.5817	14.7627	118,101
13	Saluping DPP	8,000	13.1905	1.5829	14.7734	118,187
14	Bubuan DPP	6,000	13.1880	1.5826	14.7706	88,623
15	Baluk-Baluk DPP	1,000	13.1905	1.5829	14.7734	14,773
16	Palahangan DPP	2,000	13.1905	1.5829	14.7734	29,546
	Total Lot 21	8,385,000				85,530,466
	GRAND TOTAL	18,262,000				171,935,976

BY:

Account Executive