

CONTRACT NO. LOG MSSP 2024-01-020-MDC

**THREE (3) MONTHS FUEL HAULING SERVICES FOR
SPUG POWER PLANTS AND BARGES FOR CY 2024
(LOT 2 AND 9 OTHERS)
HO-FMG24-004 / EC240118-AM00031 (NP)**

**HLYC TRADING
(CONTRACTOR)**

JAY RALPH Y. BARRANTES
Account Executive

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 16 January 2024, NPC posted the Invitation to Bid for the Negotiated Procurement – Emergency Cases for the Three (3) 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 18 January 2024 on the aforesaid undertaking;

WHEREAS, the CONTRACTOR's bid offer for the Three (3) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024 (Lot 2 and 9 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
Three (3) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024
(Lot 2 and 9 Others)
Contract No. LOG MSSP 2024-01-020-MDC

SIGNED IN THE PRESENCE OF:

BY:

Josie B. Sanchez
JOSIE B. SANCHEZ
(CONTRACTOR)

**NATIONAL POWER CORPORATION
(NPC)**

Fernando Martin Y. Roxas
FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

HLYC TRADING
(CONTRACTOR)

JAY RALPH Y. BARRANTES
Account Executive

BY:

SIGNED IN THE PRESENCE OF:

JOSIE B. SANCHEZ
(CONTRACTOR)

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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. Terms of Reference for the Three (3) Months Fuel Hauling Services for SPUG Power Plants and Barges for CY 2024 (PR No. HO-FMG24-004 / EC240118-AM00031 (NP));
2. Notice of Award dated 23 January 2024;
3. Post-qualification Report dated 18 January 2024;
4. Contractor's bid proposal dated 18 January 2024;
5. Pre-Negotiation Report dated 11 January 2024;
6. BAC Resolution No. 2024-001 dated 11 January 2024;
7. Notice to Proceed; and
8. 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:

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 Contractor's designated source/pick-up location and safe delivery of the same to the designated NPC recipient plant;
4. Transfer of fuel from tanker/tank truck/drums to the fuel storage tanks at the receiving plants; and
5. In case of packaged fuel deliveries (drums) to recipient power plants without fuel storage tank, Contractor shall provide and retain sufficient number of container drums for the plants' utilization. Retrieval of empty container drums from the recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be **THREE (3) MONTHS** from the date of issuance of the Notice to Proceed (NTP) or until the contracted volume of fuel to

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Account Executive

be hauled if fully served.

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: FORTY MILLION ONE HUNDRED TEN THOUSAND TWO HUNDRED FORTY ONE PESOS AND 20/100 (PHP 40,110,241.20)** 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 consumed.

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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SIGNED IN THE PRESENCE OF:

BY:

JOCIE B. OYANAGA
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
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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 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 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,

SIGNED IN THE PRESENCE OF:


JOSIE B. SANCHEZ
(CONTRACTOR)


LORLINA E. BOMEDIANO
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PRESENCE OF:


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President and CEO

BY:

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

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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.

BY:

SIGNED IN THE PRESENCE OF:


JOSIE B. SANCHEZ
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 13th day of February, 2024 at Quezon City, Philippines.

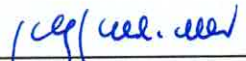
NATIONAL POWER CORPORATION
(NPC)

HLYC TRADING
(CONTRACTOR)

By: 
FERNANDO MARTIN Y. ROXAS
President and CEO


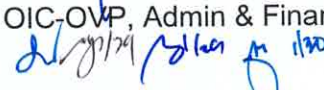
By: 
JAY RALPH Y. BARRANTES
Account Executive

SIGNED IN THE PRESENCE OF:


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


JOSIE B. CONCHETE
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
OIC-OVP, Admin & Finance


Non-oma(m)
CERTIFIED FUNDS AVAILABLE
PERIOD : 2024
JOB ORDER : GC 511 / 51682
COST CENTER : 2702578
AMOUNT : ₱ 40,110,241.20

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REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of FEB 13 2024, 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.

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 271 ;
Page No. 56 ;
Book No. 3 ;
Series of 2024.

ATTY. RODOLFO 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)
Corner Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **MANILA** City, Philippines, this day of _____, 2024, personally appeared **MR. JAY RALPH Y. BARRANTES**, Account Executive, **HLYC TRADING**, Identification Document in the form of Government ID No. 78906277B, issued at DFA Manila on Feb. 10, 22 known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

ATTY. MANUEL ABUYO RODRIGUEZ II
Notary Public
Notary Public for City of Manila: Until Dec. 31, 2024
Until December 31, 2024
Notarial Commission No. 2023-065
2nd Floor Midland Plaza Hotel Adriatico St. Ermita Mla.
I.B.P. No. 5292 - Dec. 16, 2023 for year 2024
PTR No. _____
P.T.P. No. 1535348 Jan 3, 2024 at Manila
Roll No. 62732/MCLE Compliance No. VII-0005642-4/14/2025

Doc. No. 53 ;
Page No. 3 ;
Book No. XYII ;
Series of 2024.

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

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)
LUZON					
Lot 2 - Cagayan					
1 Calayan DPP	118,000	21.0858	2.5303	23.6161	2,786,699.80
2 Balatubat DPP	34,000	17.7520	2.1302	19.8822	675,994.80
3 Minabel DPP	13,000	17.7380	2.1286	19.8666	258,265.80
4 Babuyan DPP	4,000	26.0760	3.1291	29.2051	116,820.40
5 Dibay-Dilam DPP	5,000	21.1050	2.5326	23.6376	118,188.00
Total Lot 2	174,000				3,955,968.80
Lot 3 - Isabela					
1 Maconacon DPP	98,000	21.1460	2.5375	23.6835	2,320,983.00
Total Lot 3	98,000				2,320,983.00
Lot 4 - Palanan					
1 Palanan DPP	110,000	21.1570	2.5388	23.6958	2,606,538.00
Total Lot 4	110,000				2,606,538.00
Lot 5 - Quezon					
1 Jomalig DPP	123,000	20.8960	2.5075	23.4035	2,878,630.50
2 Patnanungan DPP	184,000	18.6390	2.2367	20.8757	3,841,128.80
3 Calutcot DPP	6,000	19.3600	2.3232	21.6832	130,099.20
Total Lot 5	313,000				6,849,858.50
Lot 9 - Balabac/Araceli					
1 Balabac DPP	102,000	16.5630	1.9876	18.5506	1,892,161.20
2 Mangsee DPP	51,000	14.4450	1.7334	16.1784	825,098.40
3 Bancalaan 1 DPP	53,000	8.2360	0.9883	9.2243	488,887.90
4 Bancalaan 2 DPP	33,000	8.2360	0.9883	9.2243	304,401.90
5 Ramos DPP	1,000	9.5160	1.1419	10.6579	10,657.90
6 Araceli DPP	115,000	16.5870	1.9904	18.5774	2,136,401.00
7 Calandagan DPP	25,000	21.1530	2.5384	23.6914	592,285.00
8 Green Island DPP	7,000	17.9810	2.1577	20.1387	140,970.90
Total Lot 9	387,000				6,390,864.20
Lot 10 - Mini-Grid Taytay					
1 Biton DPP	5,000	10.0600	1.2072	11.2672	56,336.00
2 Casian DPP	25,000	22.2900	2.6748	24.9648	624,120.00
3 Paly DPP	13,000	22.2700	2.6724	24.9424	324,251.20
4 Batas DPP	7,000	22.2100	2.6652	24.8752	174,126.40
5 Debangon DPP	5,000	22.2500	2.6700	24.9200	124,600.00
Total Lot 10	55,000				1,303,433.60
Lot 11 - Masbate Mini-Grid					
1 Chico DPP	16,000	5.5300	0.6636	6.1936	99,097.60
2 Gilotongan DPP	46,000	8.3150	0.9978	9.3128	428,388.80
3 Guinawayan DPP	17,000	3.5700	0.4284	3.9984	67,972.80
4 Nabuctot DPP	12,000	3.5500	0.4260	3.9760	47,712.00
5 Peña DPP	21,000	8.3200	0.9984	9.3184	195,686.40
6 Naro DPP	88,000	3.3960	0.4075	3.8035	334,708.00
7 Jintotolo DPP	8,000	8.3200	0.9984	9.3184	74,547.20
Total Lot 11	208,000				1,248,112.80
Lot 12 - Camsur Mini-Grid					
1 Atulayan DPP	7,000	11.1400	1.3368	12.4768	87,337.60
2 Palumbanes DPP	13,000	11.2200	1.3464	12.5664	163,363.20
3 Butawan DPP	3,000	22.4100	2.6892	25.0992	75,297.60
Total Lot 12	23,000				325,998.40
Lot 13 - Masbate PRES Mini-Grid					
1 Aroroy Area	44,000	16.5670	1.9880	18.5550	816,420.00
2 Baleno Area	1,000	16.5470	1.9856	18.5326	18,532.60
3 Balud Area	17,000	16.5670	1.9880	18.5550	315,435.00

HLYC TRADING
(CONTRACTOR)

JAY RALPHY B. BARRANTES
Account Executive

BY:

SIGNED IN THE PRESENCE OF:

JOSIE B. OMANO
(CONTRACTOR)

LORJINA E. BOMEDIANO
OIC-OP, Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

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

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)	
4	Cataingan Area	12,000	16.5760	1.9891	18.5651	222,781.20
5	Cawayan Area	9,000	16.5760	1.9891	18.5651	167,085.90
6	Dimasalang Area	5,000	16.5760	1.9891	18.5651	92,825.50
7	Esperanza Area	2,000	16.5760	1.9891	18.5651	37,130.20
8	Mandaon Area	12,000	16.5760	1.9891	18.5651	222,781.20
9	Milagros Area	31,000	16.5760	1.9891	18.5651	575,518.10
10	Mobo Area	3,000	16.5760	1.9891	18.5651	55,695.30
11	Pio V. Corpuz	1,000	16.5760	1.9891	18.5651	18,565.10
12	Placer Area	5,000	16.5670	1.9880	18.5550	92,775.00
13	Uson Area	7,000	16.5670	1.9880	18.5550	129,885.00
Total Lot 13		149,000				2,765,430.10
Lot 14 - Burias Island/Albay						
1	San Pascual DPP	203,000	14.3310	1.7197	16.0507	3,258,292.10
2	Claveria DPP	162,000	15.3290	1.8395	17.1685	2,781,297.00
3	Mini-Grid Burias					
a.	Dangcalan DPP	8,000	18.1270	2.1752	20.3022	162,417.60
b.	Malaking Ilog DPP	18,000	18.1260	2.1751	20.3011	365,419.80
c.	Mababang Baybay DPP	10,000	18.1160	2.1739	20.2899	202,899.00
d.	Osmeña DPP	22,000	18.1160	2.1739	20.2899	446,377.80
e.	Peñafrancia DPP	4,000	18.1160	2.1739	20.2899	81,159.60
f.	Quezon DPP	1,000	18.1160	2.1739	20.2899	20,289.90
4	Rapu-Rapu DPP	206,000	9.5710	1.1485	10.7195	2,208,217.00
5	Batan DPP	182,000	9.7270	1.1672	10.8942	1,982,744.40
6	Calaguas DPP	52,000	14.3190	1.7183	16.0373	833,939.60
Total Lot 14		868,000				12,343,053.80
GRAND TOTAL		2,385,000				40,110,241.20

HLYC TRADING
(CONTRACTOR)

JAY RALPHY BARRANTES
Account Executive

BY:

SIGNED IN THE PRESENCE OF:

JOSIE S. SPANCHER
(CONTRACTOR)

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY: