

CONTRACT NO. LOG MSSP 2022-10-107-MDC

ADDITIONAL FUEL HAULING SERVICES FOR SPUG POWER PLANTS AND BARGES FOR CY 2022 (LOT 1 - ZAMBOANGA/BASILAN) HO-FMG22-005 / EC221011-JC

HLYC TRADING (CONTRACTOR)

BY:

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 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 05 October 2022, NPC posted the Invitation to Bid for the Negotiated Procurement - Emergency Cases for the Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022;

WHEREAS, there were two (2) prospective bidders who secured the Terms of Reference and participated in the Negotiated Procurement conducted on 11 October 2022 on the aforesaid undertaking;

WHEREAS, the CONTRACTOR's bid offer for the Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022 (Lot 1 - Zamboanga/Basilan), was considered as the lowest 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 Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022 (Lot 1 - Zamboanga/Basilan) Contract No. LOG MSSP 2022-10-107-MDC

BY: (NPC)

FERNANDO MARTIN Y. ROXAS President and CEO

ALEXANDER P. JAPON Vice President, Admin and Finance (NPC)

JAY RALPH Y. BARRANTES (CONTRACTOR)

Handwritten signature

HLYC TRADING
(CONTRACTOR)

BY:


JAY RALPH Y. BARRANTES
Account Executive

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 Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022 (PR No. HO-FMG22-005 / EC221011-JC);
2. Notice of Award dated 19 October 2022;
3. Post-qualification Report dated 13 October 2022;
4. Bid Opening Report dated 11 October 2022;
5. Contractor's bid proposal dated 11 October 2022;
6. Notice to Proceed; and
7. 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 former 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:

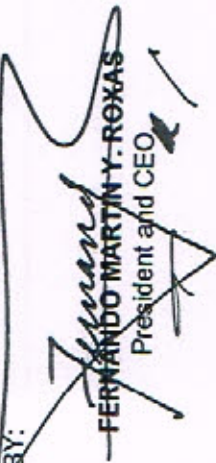
1. Supply of labor, supervision, and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract;
2. Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler's pick-up point and the recipient plant;
3. Receipt of fuel to be withdrawn and hauled from 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.
5. Retrieval of empty container drums from the recipient power plant to be re-filled or be returned to the fuel pick-up point or fuel source point, in case of packaged fuel deliveries (drums).

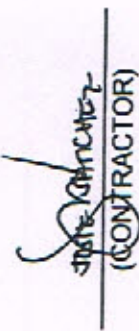
Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *ni kolo*

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

(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
(CONTRACTOR)

ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)

A the 7

↑

HLYC TRADING
(CONTRACTOR)

BY: 
JAY RALPH J. BARRANTES
Account Executive

**ARTICLE III
CONTRACT PERIOD AND LOCATION**

The contract period shall be two (2) 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,

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

**ARTICLE IV
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 TWENTY FIVE MILLION FOUR HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED SEVENTY FOUR (PHP 25,482,974.00)** as reflected in Annex A.

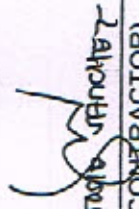
The amount to be paid by NPC as above provided is inclusive of VAT and shall be a fixed price not subject to price escalation.

**ARTICLE V
PERFORMANCE SECURITY**

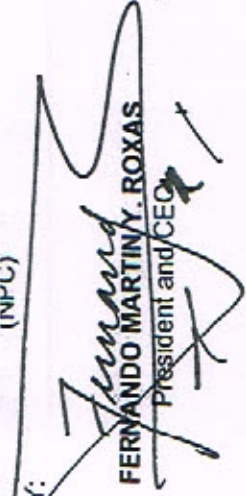
To guarantee the faithful performance of the Contractor's obligation under this Contract, the Contractor shall post a performance security which shall remain valid and effective during the contract duration.

- 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.
- c. Performance Securing Declaration.

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

BY: 
ALEXANDER P. JAPON
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)

BY: 
FERNANDO MARTINY. ROXAS
President and CEO
(NPC)

Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *ni gnd*

A H 7

HLYC TRADING
(CONTRACTOR)

BY:

JAY RALPHY BARRANTES
Account Executive

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 VI
LIQUIDATED DAMAGES

Should CONTRACTOR fail 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 VII
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 VIII
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.

(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC

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

Handwritten initials

Handwritten mark

HLYC TRADING
(CONTRACTOR)


JAY RALPH T. BARRANTES
Account Executive

BY:

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 IX
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.

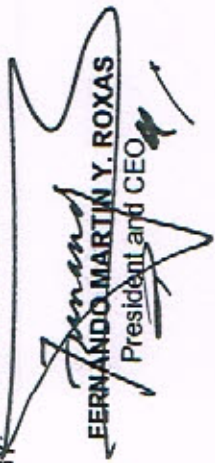
Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt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

**ARTICLE X
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.


JULIE RODRIGUEZ
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *ni sab*

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

Handwritten marks and signatures at the bottom right of the page.

HLYC TRADING
(CONTRACTOR)

BY:


JAY RALPH Y. BARRANTES
Account Executive

**ARTICLE XI
WARRANTY CLAUSE**

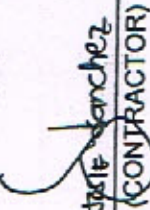
CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer or NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure 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 him 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, he 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).

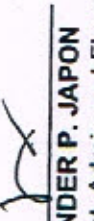
**ARTICLE XII
VALIDITY CLAUSE**

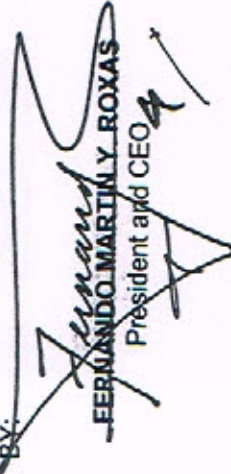
If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XIII
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.


JOSE SANCHEZ
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *re: update*

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

for the

9

HLYC TRADING
(CONTRACTOR)

BY:

[Signature]
JAY RALPH Y. BARRANTES
Account Executive

IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 1st day of December, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

HLYC TRADING
(CONTRACTOR)

By:

FERNANDO MARTIN Y. ROXAS
President and CEO

By:

[Signature]
JAY RALPH Y. BARRANTES
Account Executive

SIGNED IN THE PRESENCE OF:

[Signature]
(CONTRACTOR)

[Signature]
ALEXANDER P. JAPON
Vice President, Admin & Finance
(NPC)

[Signature]
(CONTRACTOR)

FUNDS AVAILABLE

[Signature]
LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	2022
JOB ORDER	SCGKZ 6L571
COST CENTER	2703578
AMOUNT	₱25,482,934.00

(NPC)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *ni end*

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

[Handwritten marks]

[Handwritten mark]

HLYC TRADING
(CONTRACTOR)

BY:

JAY RALPH Y. BARRANTES
Account Executive

REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
day of 29 NOV 2022, 2022, 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, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 30 ;
Page No. 73 ;
Book No. 5 ;
Series of 2022.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548; 02/08/2022; RSM
PTR No. 2614399; 02/08/2022; Quezon City
MCLE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *dui gale*

AFG-LOG-007.F01
Rev. No. 0
Sheet 8 of 9

A 26 8

P

HLYC TRADING
(CONTRACTOR)

BY:

JAY RALPH BARRANTES
Account Executive

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

ACKNOWLEDGEMENT

MANILA
BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 15th day of November, 2022, personally appeared **MR. JAY RALPH Y. BARRANTES**, Account Executive, **HLYC TRADING**, Identification Document in the form of Government ID No. P 29062738, issued at DFA-Manila on Feb 10, 2022, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

[Signature]
(CONTRACTOR)

ATTY. REYNALDO B. QUIRANTE JR., CPA
Notary Public
Until ~~December 31, 2022~~
PTR No. ~~155700155068~~ JANUARY 3, 2022, MANILA
PTR No. ~~168924~~ DECEMBER 31, 2022
ROLL NO. 72982 MCLE COMPLIANCE-ADMITTED TO THE BAR IN JUNE 18, 2019
COMMISSION NO. 2021-054

Doc. No. 271 ;
Page No. 03 ;
Book No. 11 ;
Series of 2022.

ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

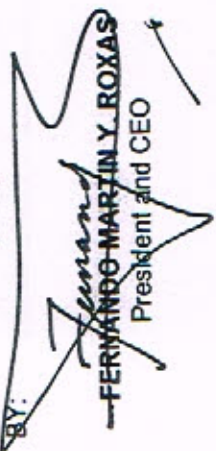
Contract between NPC and HLYC Trading
Additional Fuel Hauling Services for SPUG Power Plants and Barges for CY 2022
(Lot 1 - Zamboanga/Basilan)
Contract No. LOG MSSP 2022-10-107-MDC *21* *auth*

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

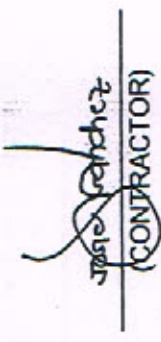
Handwritten marks

Handwritten mark

(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)


(CONTRACTOR)

(CONTRACTOR)
BY: 
JAY RAEPH BARRANTES
Account Executive

Annex "A"

FUEL HAULING SERVICES FOR
SPUG POWER PLANTS & BARGES FOR CY 2022
LOWEST CALCULATED AND RESPONSIVE BID

RECIPIENT PLANT		Fuel Volume to be Hauled for CY2022 (Liters)	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Total Cost (PhP)
MINDANAO						
Lot 1 - Zamboanga/Basilan						
1	Basilan DPP	1,600,000	8.2940	0.9953	9.2893	14,862,880.00
2	PB 108	966,000	8.2945	0.9953	9.2898	8,973,947.00
3	Sacol DPP	92,000	15.9758	1.9171	17.8929	1,646,147.00
TOTAL		2,658,000				25,482,974.00



NATIONAL POWER CORPORATION

19 October 2022

MR. JAY RALPH Y. BARRANTES
Account Executive
HLYC TRADING
1133E Aguilar St., Sta. Cruz, Manila
Tel. No.: (02) 514-6417/568-6878
Fax No.: (02) 310-5789
Email: hlyctrading@gmail.com
hlyctrading@yahoo.com

SUBJECT: REQUEST FOR ADVANCE CONTRACT IMPLEMENTATION OF THE ADDITIONAL FUEL HAULING SERVICES (FHS) FOR SPUG POWER PLANTS AND BARGES UNDER THE CY 2022 ADDITIONAL FHS CONTRACT (LOG MSSP 2022-10-107-MDC)

Dear Mr. Barrantes,

Please be informed that the Notice of Award (NOA) dated 19 October 2022 for the CY 2022 Additional Fuel Hauling Services of SPUG Power Plants and Barges in favor of HLYC Trading was already approved.

In view of the above, may we request your end for an advance contract implementation of additional fuel hauling services to various SPUG power plants/barges as listed in **Annex A**, pending the issuance of the Notice to Proceed and CY 2022 Additional FHS Contract. The current fuel hauling services inventory of the listed power plants is already at critical levels and fuel run-out is imminent.

Should you conform with this request, please signify your concurrence by signing on the conformé portion below and return to us the signed copy for our reference in fuel ordering and contract implementation.

Thank you and our warm regards.

Very truly yours,


FERNANDO MARTIN Y. ROXAS
President and CEO

CONFORME:


NAME: **JAY RALPH Y. BARRANTES**

DATE: October 28, 2022

BIR Road cor. Quezon Avenue, Diliman
Quezon City 1100, Philippines
Tel. Nos. (632) 921-3541 to 80
Fax No. (632) 921-2468
Website: www.napocor.gov.ph



Management
System
ISO 9001:2015

www.tuv.com
ID 9109050205

