

ONE MERIT GLOBAL JANITORIAL SERVICES, INC.
(CONTRACTOR)

BY:

CRISTINA L. LLARENAS
Marketing In-Charge

SIGNED IN THE PRESENCE OF:

KRISTINE MITE L. MORA
(CONTRACTOR)

CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

CONTRACT NO. LOG MSSP 2024-06-084-MDC

**TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES FOR SPUG
LUZON PLANTS, INSTALLATIONS AND VARIOUS NPC OFFICES
PR Nos. S1-MQN24-014, S1-MRO24-003, HO-PIB24-008,
HO-FFW24-002 & HO-AWA24-006 / PB240507-NA00217**

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 -

ONE MERIT GLOBAL JANITORIAL SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 Xavierville Ave. cor. Pajo St., Loyola Heights, Quezon City, Philippines, herein represented by its Marketing In-Charge, **MS. CRISTINA L. LLARENAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 18 April 2024, NPC posted the Invitation to Bid for the Public Bidding of the Two (2) Years Supply of Janitorial Services for SPUG Luzon Plants, Installations and Various NPC Offices;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 09 May 2024;

WHEREAS, CONTRACTOR's bid offer 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 One Merit Global Janitorial Services, Inc.
Two (2) Years Supply of Janitorial Services for SPUG Luzon Plants,
Installations and Various NPC Offices
Contract No. LOG MSSP 2024-06-084-MDC

(CONTRACTOR)

BY:

CRISTINA L. LARENAS
Marketing In-ChargeKRISTINE MATE L. MORA
(CONTRACTOR)CRISANTO V. HILARIO
Vice President
Administration and Finance
(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. NPC's Bid Documents for the Public Bidding;
 - a. Invitation to Bid
 - b. Instruction to Bidders
 - c. Bid Data Sheet
 - d. General Conditions of Contract
 - e. Special Conditions of Contract
 - f. Technical Specifications
 - g. Schedule of Requirements (Bid Price Schedule)
 - h. Bidding Forms
2. Notice of Award dated 14 June 2024;
3. Post Qualification Report dated 23 May 2024;
4. Bid Opening Report dated 09 May 2024;
5. CONTRACTOR's bid proposal dated 08 May 2024;
6. Supplemental/Bid Bulletin No. 1 dated 29 April 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, CONTRACT DURATION AND LOCATION

CONTRACTOR shall, in accordance with the provisions of this Contract and Contract Documents, fully and faithfully furnish the required manpower services for the Two (2) Years Supply of Janitorial Services for SPUG Luzon Plants, Installations and Various NPC Offices as contained in Annex "A" showing the summarized Bid Price Schedule and Annex "B" showing the detailed Cost Estimates of materials, supplies and equipment.

The items of works, materials, supplies, equipment, labor, supervision and services mentioned above shall collectively be referred to as "**WORK**".

Project locations are at MQNLOD Power Plants; MROD Office, Power Plants and Substations; Project Implementation Group Cluster B, Calapan Oriental Mindoro, San Pascual Masbate and Boac Marinduque Field Offices; Flood Forecasting & Warning System Division Office, San Manuel, Pangasinan and Angat Watershed Area Team.

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BY:

BY:

CRISTINA D. LLARENAS
Marketing In-ChargeKRISTINE MAE L. MORA
(CONTRACTOR)CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)FERNANDO MARTIN Y. ROXAS
President and CEO

This Contract shall be effective on the date stipulated in the "Notice to Proceed" and shall continue for **TWO (2) YEARS** from said date, unless sooner terminated by either party upon thirty (30) days prior written notice for just and valid reason/s.

If the Contract is pre-terminated due to circumstances specified in Section VI – Technical Specifications Clause A.12 of the bidding documents, NPC may request a new contractor to take-over the Contract, which has been rescinded or terminated, provided that the new contractor must have an existing contract with NPC for similar or related service, has the capacity to take-over the Contract and render the service, and have the same price or lower unit prices as in the original contract less mobilization costs. The total cost of the contract to be taken-over, including the fees for the CONTRACTOR, shall not exceed the remaining amount of the contract to be taken-over.

Before expiration, NPC may extend the Contract if required by the exigencies of the service. Extensions shall be on a month-to-month basis provided that the total aggregate period shall not exceed one (1) year, thru a Conforme Letter to be issued by the NPC President, or his/ her duly authorized representative upon recommendation of the Bids and Awards Committee which must be signed by the CONTRACTOR. Relevant Laws and GPPB guidelines shall apply to the extension of the Contract.

ARTICLE III PAYMENTS

For and in consideration of the WORK to be undertaken by the CONTRACTOR as specified in the preceding Article hereof, NPC shall pay the CONTRACTOR in Philippine Currency the total amount of and not exceeding **PHILIPPINE PESOS: TWENTY EIGHT MILLION NINE HUNDRED TEN THOUSAND SIX HUNDRED NINETEEN AND 26/100 (PHP 28,910,619.26)** for **two (2) years, VAT inclusive**, for services completely and satisfactorily rendered and materials/supplies and tools/equipment actually delivered and received by NPC. Provided, CONTRACTOR shall submit to NPC properly signed daily records/timecards, duplicate or certified photocopies of the actually signed payrolls and/ or pay slips showing the gross amount earned, deductions, employer's contribution and the net amounts paid to the janitors including the receipts of the delivered materials. Such shall be attached to the billings of CONTRACTOR.

ARTICLE IV PERFORMANCE SECURITY

1. The CONTRACTOR shall file a performance security in the form of cash, manager's/cashier's check, letter of credit or surety bond acceptable to NPC in the amount and form stipulated in Section IV- GCC Clause No. 3 of the bidding documents for a term or effective period co-terminus with the duration of this Contract, plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the contract to guarantee the faithful and satisfactory fulfilment of all the CONTRACTOR'S obligations

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(CONTRACTOR)

BY:

CRISTINA LILARENAS
Marketing in ChargeKRISTINE MARIE L. MORA
(CONTRACTOR)CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

under this Contract.

2. This security shall answer for any damages and losses that may be suffered by NPC as a result of the failure of the CONTRACTOR to perform any of its obligations under this Contract. This security shall be released by NPC at the expiration or termination of this Contract provided that there are no pending claims filed against the CONTRACTOR and/or the surety company.

ARTICLE V 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%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VI ADDITIONAL PROVISIONS

1. CONTRACTOR shall furnish NPC the roster of qualified personnel deployment schedules at different work stations or assignments subject to the approval of NPC. The approved roster of personnel deployment shall be the basis for the Contractors Manpower Services claims.
2. CONTRACTOR is obliged to pay and/or remit the 13th month pay, Service Incentive Leave, Tax Refund (if any), SSS, Philhealth, Pag-ibig and other statutory obligations.
3. CONTRACTOR shall at all time maintain a bank deposit balance equivalent to one (1) month basic salary of all its personnel assigned with NPC to a reputable bank preferably the Land Bank of the Philippines (LBP) nearest the place of NPC/plants being serviced. A certificate of Bank Deposit shall be attached to every billing subject to verification of NPC.
4. CONTRACTOR shall provide the labor, materials and equipment included in this Contract under Article II.
5. In the event the CONTRACTOR fails to supply within the period as provided hereto, NPC shall provide/procure the same and charge the cost thereof including freight, rental and incidental expenses if any against the CONTRACTOR. The CONTRACTOR hereby agrees that the amount shall be deducted from the monthly billings of the CONTRACTOR without prejudice to the imposition of liquidated damages

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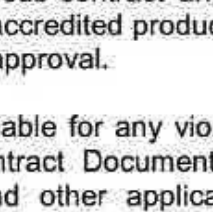
(NPC)

BY:

BY:


CRISTINA L. LLARENAS
 Marketing In-Charge


KRISTINE MAE L. MORA
 (CONTRACTOR)


CRISANTO V. HILARIO
 Vice President
 Administration and Finance
 (NPC)


FERNANDO MARTIN ROXAS
 President and CEO

in accordance with this Contract.

6. CONTRACTOR shall not sub-contract any or all of the WORK herein, except those specialty or accredited products and services, but the same shall be subject to NPC's approval.
7. CONTRACTOR shall be liable for any violation of any of the provisions and/or terms of the "Contract Documents", NPC Rules, Regulations, Policies & Guidelines and other applicable statutory laws, shall be subjected to appropriate legal sanction as may be warranted under the circumstances, including but not limited to Contract termination. Submission of spurious documents, misrepresentation shall likewise be a ground to Contract termination.
8. If there is inconsistency with the Corporate/Agency policy, the provision in the Contract shall prevail. Further, if the provisions in the Contract are inconsistent with the latest Statute Law, the latter shall prevail.
9. If ownership, or possession, or operation of the power plant/project site is transferred to another entity as a result of privatization, NPC may avail, at its option, of any of the following rights:
 - 9.1 Transfer or assign the rights under the Contract to the new owner/operator subject to written consent of the CONTRACTOR and the new owner/operator of the plant.
 - 9.2 Pre-terminate the Contract.
 - 9.3 Direct the CONTRACTOR to comply/perform its contractual obligation in an alternative project site.
 - 9.4 Under 9.1, the Contract shall cease to have force and effect if the consent of the CONTRACTOR and the new owner/operator of the plant cannot be secured.
 - 9.5 NPC's exercise of any of the foregoing rights shall be without prejudice to payment of claims incurred prior to the transfer of contractual obligation or termination of the Contract.
10. NPC has the right to reduce, augment, or terminate services under the Contract or portion thereof i.e particular installation/station, if fund/budget allocation for this Contract was not provided, limited, or disapproved.

ARTICLE VII


WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and 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 NPC and to the relatives within the third degree of consanguinity of affinity of NPC's

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KRISTINA MAE L. MORA
(CONTRACTOR)


CRISTINA L. ARENAS
Marketing In-Charge

officials who are directly or 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 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 civil or criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or its representative and concerned NPC official and/or employee.

ARTICLE VIII **COOPERATION CLAUSE**

CONTRACTOR hereby agrees to require its personnel and employees, to extend their full cooperation, with NPC, AFP Unified Command, the PNP Regional Command, the PNP Provincial Command and the Department of Local Government's field personnel and local government officials in the maintenance of security of NPC offices, power installations and/or projects by reporting or causing to be reported any information affecting the security of NPC's offices, power installations, and/or projects; and/or by desisting from giving any form of assistance to terrorists, rebels and/or lawless elements.

This requirement is not intended to imply that the CONTRACTOR, or its personnel are in connivance with terrorists and/or rebels but to secure the fullest cooperation of NPC contractors in providing security to NPC offices, power installations and/or projects; by desisting from any form of assistance to terrorists and/or rebels. Deliberate refusal to give such cooperation shall constitute sufficient ground for the rescission or cancellation of this Contract without prejudice to the filing of civil or criminal action under applicable laws against such personnel committing acts causing damages to NPC offices, power installations, or projects or constituting penal offense, as the case may be.

ARTICLE IX **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 X **EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

ARTICLE XI **DISPUTE RESOLUTION**

In case of disagreement or dispute between the parties regarding the enforcement or interpretation of any term and conditions of this Contract, the

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parties warrant that they shall enter into discussions in good faith to resolve such disagreement or dispute amicably before resorting to other legal remedies.

ARTICLE XII VENUE OF ACTION

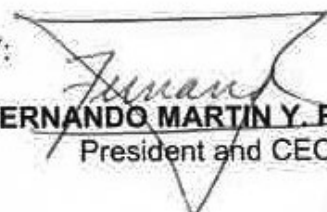
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 19th day of July, 2024 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION
(NPC)**

**ONE MERIT GLOBAL JANITORIAL
SERVICES, INC.
(CONTRACTOR)**

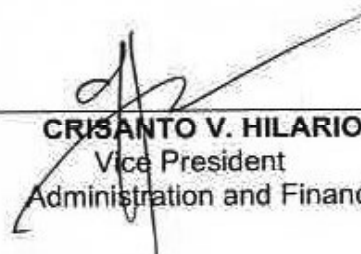
BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


CRISTINA L. LLARENAS
Marketing In-Charge

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President
Administration and Finance


KRKTIME MAE L. MORA
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

Certificate of Budgetary Inclusion	
Period:	2025
VOY/DOI:	Account 06B
Cost Center:	Various ECR
Amount:	₱ 14,455,309.66

Certificate of Budgetary Inclusion	
Period:	2026
VOY/DOI:	Account 06B
Cost Center:	Various ECR
Amount:	₱ 9,636,573.10

CERTIFIED FUNDS AVAILABLE	
PERIOD:	2024
JOB ORDER:	FL 06B
COST CENTER:	Various CC
AMOUNT:	₱ 4,818,436.50

(E) CC 4306023 ₱ 398,370.37
(J) CC 5121001 ₱ 161,917.43
(G) CC 5300391 ₱ 825,925.27
(m) CC 5362009 ₱ 1,584,266.14
(m) CC 5207360 ₱ 312,390.44
(m) CC 5282003 ₱ 2,135,576.85

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of III 19 2024, 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 73 ;
Page No. 16 ;
Book No. 5 ;
Series of 2024.


ATTY. ROLDOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-336(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44281
IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5861363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Ichon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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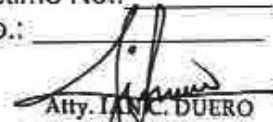
REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 12 day of July, 2024, personally appeared **MS. CRISTINA L. LLARENAS**, Marketing In-Charge, **ONE MERIT GLOBAL JANITORIAL SERVICES, INC.**, with Identification Document in the form of D19-81-201422, issued by LTD at BINANGONAN, on MARCH 11, 2024, 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 she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she 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.:


Atty. IAN C. DUERO
Notary Public

Roll No. 74108
PTR No. 5555060D / 01-02-2024 / Quezon City
IBP No. 371881 / 12-02-2023 / Quezon City
Commission ADM-NP-185
Expires Dec. 31, 2024

Doc. No.: 124
Page No.: LB
Book No.: XCVII
Series of 2024.

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