

CONTRACT NO. LOG MSSP 2024-06-076-MDC

ONE (1) YEAR SUPPLY OF SKILLED/SEMI-SKILLED MANPOWER AND ALLIED SERVICES FOR VARIOUS NPC OFFICES, FACILITIES AND INSTALLATIONS (PACKAGES A, C.1, C.2, D.1, D.2 AND E) PR NO. HO-TFM24-024 / PB240326-NA00095

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

ARTURO C. GUERRERO III
Chairman

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 -

TEMPS AND STAFFERS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2nd Floor SFI Corporate Center, 105 West Avenue, Quezon City, Philippines, herein represented by its Chairman, **MR. ARTURO C. GUERRERO III**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 23 February 2024, NPC posted the Invitation to Bid for the Public Bidding of the One (1) Year Supply of Skilled/Semi-Skilled Manpower and Allied Services for Various NPC Offices, Facilities and Installations;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 26 March 2024;

WHEREAS, CONTRACTOR's bid offer 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,

Contract between NPC and Temps & Staffers, Inc.
One (1) Year Supply of Skilled/Semi-Skilled Manpower and Allied Services for Various NPC Offices, Facilities and Installations (Packages A, C.1, C.2, D.1, D.2 and E)
Contract No. LOG MSSP 2024-06-076-MDC

SIGNED IN THE PRESENCE OF:

BY:

JANET A. GARCIA
(CONTRACTOR)
M.P. Sales and Marketing

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

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

the parties hereto have agreed as follows:

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. Bidding Documents for the One (1) Year Supply of Skilled/Semi-Skilled Manpower and Allied Services for Various NPC Offices, Facilities and Installations under PR No. HO-TFM24-024 / PB240326-NA00095;
2. Notice of Award dated 04 June 2024;
3. Corporate Secretary's Certificate No. NPB-OCS-24-142 dated 30 May 2024;
4. Post Qualification Report dated 12 April 2024;
5. Bid Opening Report dated 26 March 2024;
6. Supplemental/Bid Bulletin Nos. 1, 2 and 3 dated 08, 11 and 14 March 2024;
7. CONTRACTOR's bid proposal dated 19 March 2024;
8. Notice to Proceed; and
9. 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

The scope of services under this contract shall include the supply and delivery of manpower services to perform the following activities:

1. Provide the manpower requirement of NPC covering office services, general services, operation and maintenance of NPC facilities and equipment;
2. Maintenance and operation of various electro-mechanical equipment, safety gadgets, communication equipment;
3. Repair and overhaul of electro-mechanical/electronics and safety equipment during scheduled preventive/remedial maintenance

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TEMPS AND STAFFERS, INC.
(CONTRACTOR)


BY:

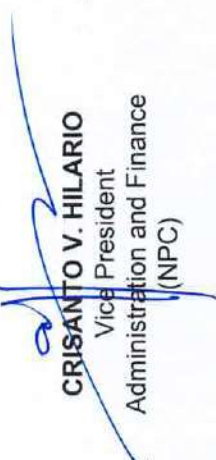
SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


ARTURO G. GUERRERO III
Chairman


JANET A. GARCIA
(CONTRACTOR)
App. Sales and Marketing


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


FERNANDO MARTIN Y. ROXAS
President and CEO

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

ARTURO C. GUERRERO III
Chairman

BY:

PRESENCE OF:

JANET A. GARCIA
(CONTRACTOR)
APP - Sales and Marketing

SIGNED IN THE

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

such as air-conditioning units, generator, pumps, fan duct, heat exchange equipment, water conduit, control switch gear, circuit breaker, oil and water separator and other related auxiliaries;

4. Construction/repair activities involving carpentry/masonry/sanitary/electrical/mechanical/welding works on office, building and guesthouse facilities including cleaning and painting of the facilities, equipment, structures and its appurtenances, communication system, etc.;
5. Maintenance and upkeep of buildings and grounds, guesthouses/lodging and recreational facilities including provisions of food services during official functions;
6. General communication support, transport services; and
7. Development of information systems and computer programs for functional group requirements and maintenance of Information and Communication Technology (ICT) hardware resources such as computers, printer, network cabling and peripherals

The Contractor's personnel shall perform the duties/functions as required by NPC. The head of the concerned installation shall determine the program of daily activities that shall be given to the Contractor for their compliance.

CONTRACT DURATION

- a) This Contract shall be for **one (1) year** reckoned from the effectivity of the Contract specified in the Notice to Proceed.
- b) If the Contract is pre-terminated due to circumstances specified in Section VI - A.10 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.
- c) 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 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.

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Contract No. LOG MSSP 2024-06-076-MDC

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

BY:

ARTURO C. GUERRERO III
Chairman

JANET A. GARCIA
(CONTRACTOR)
App- sales and Marketing

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

FERNANDO MARTIN Y. ROXAS
President and CEO

COVERAGE

The personnel contained in this contract shall cover offices, facilities and plants/ installations under the following packages:

PACKAGES	AREAS
PACKAGE A	
Schedule 1	NPC Head Office (OP, OLC, Admin and Finance Group)
Schedule 2	Power Engineering Services Group
Schedule 3	Resource Management Services
PACKAGE C.1	VOD, MTSD, Western Visayas Area - SPUG
PACKAGE C.2	Eastern Visayas Area - SPUG
PACKAGE D.1	MOD Admin & Finance, OM-MTSD, Eastern Mindanao Area - SPUG
PACKAGE D.2	Western Mindanao Area - SPUG
PACKAGE E	Mindanao Generation

PERSONNEL ALLOCATION


PACKAGE	AREA	POSITION	LEVEL	NO.	
Package A - Sch 1 - OP, OGC & AFG	TFMD (Head Office)	OP	2	1	
		OLC	2	2	
		SDM Finance	2	1	
		SDM Admin	2	1	
		CRTDD	2	1	
		TSSD	O/M Technician	3	1
			Communications Man	2	2
		TFMD (Head Office)	Foreman	4	1
			Mechanic	3	2
			O/M Technician (Aircon/Mechanical Technician)	3	5
			O/M Technician (Safety Technician)	3	1
			Plant Electrician	3	6
			Master Plumber	3	1
			Carpenter/Mason	2	2
			Driver Mechanic	2	4
	TFMD (Camarin/Caliraya)	Life Guard	2	1	
		Painter	2	1	
		Plumber	2	1	
		Bus Conductor	1	1	
		Driver Mechanic	2	1	
	TFMD (Camarin/Caliraya)	Building Electrician	3	1	
		Carpenter Mason	2	1	

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TEMPS AND STAFFERS, INC.
(CONTRACTOR)

BY: 
ARTURO C. GUERRERO III
 Chairman

SIGNED IN THE PRESENCE OF:

BY: 
JANET A. GARCIA
 (CONTRACTOR)
Inv. - Bids and Marketing


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

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
 President and CEO

		Guesthouse Cook	2	1
		Guesthouse Caretaker	1	1
		TOTAL		40
Package A Sch 2 – PES	OM-DDD	Driver Mechanic	2	1
	ESD-TMSD	O/M Technician	3	1
	PMD-Cluster A	Driver Mechanic	2	6
	PMD-Cluster B	Driver Mechanic	2	5
	PMD-Cluster C	Driver Mechanic	2	4
	PMD-OPD	Driver Mechanic	2	2
	DMD-DRWD	Driver Mechanic	2	1
	DMD-FFWSD	O/M Technician	3	3
		Driver Mechanic	2	12
		TOTAL		35
Package A Sch 3 – RMS	INGRF	O/M Technician	3	1
		Driver Mechanic	2	2
		GS Maintenance Worker	1	4
	BNPP	Carpenter Mason	2	1
		Driver Mechanic	2	1
		Guesthouse Cook	2	1
		Life Guard	2	3
		Beach Caretaker	1	1
		Plumber	2	1
			TOTAL	

PACKAGE	AREA	POSITION	LEVEL	NO.
Package C.1 - VOD, MTSD, Western Visayas Area - SPUG	Visayas Operations Department	Driver Mechanic	2	2
	Maintenance & Technical Services Division	O/M Technician	3	7
	Western Visayas Area			
	Caluya DPP	O/M Technician	3	8
	Guintarcan DPP	O/M Technician	3	8
	Gigantes DPP	O/M Technician	3	8
	Negros-Panay Mini Grid			
	Batbatan DPP	O/M Technician	3	5
	Guiwanon DPP	O/M Technician	3	5
	Sibolo DPP	O/M Technician	3	5
	New Areas			
	Hilotongan Island, (Cebu)	O/M Technician	3	3
			TOTAL	

PACKAGE	AREA	POSITION	LEVEL	NO.
Package C.2 - Eastern Visayas Area - SPUG	Eastern Visayas Area			
	Zumarraga DPP	O/M Technician	3	5
	Batag DPP	O/M Technician	3	7
	San Antonio DPP	O/M Technician	3	8
	Biri DPP	O/M Technician	3	8
Maripipi DPP	O/M Technician	3	8	

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TEMPS AND STAFFERS, INC.
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Chairman

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BY:

JANET A. GARCIA
(CONTRACTOR)
App. Gels and Marking

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

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

	Limasawa DPP	O/M Technician	3	8
	Sto Nino DPP	O/M Technician	3	6
	Tagapul-an DPP	O/M Technician	3	6
	Capul DPP	O/M Technician	3	8
	San Vicente DPP	O/M Technician	3	5
	Almagro DPP	O/M Technician	3	6
	Biasong DPP	Lineman	3	1
		O/M Technician	3	5
	Costa Rica DPP	Lineman	3	1
		O/M Technician	3	5

Package C.2 - Eastern Visayas Area - SPUG (cont'n)	Kerikite DPP	Lineman	3	1	
		O/M Technician	3	5	
	Lunang DPP	Lineman	3	1	
		O/M Technician	3	5	
	Cabungaan DPP	Lineman	3	1	
		O/M Technician	3	5	
	Ilijan DPP	Lineman	3	1	
		O/M Technician	3	5	
	Libucan DPP (Tarangan)	Lineman	3	1	
		O/M Technician	3	6	
	Takut DPP	Lineman	3	1	
		O/M Technician	3	5	
	Bangongon DPP	Lineman	3	1	
		O/M Technician	3	5	
	Buluan DPP	Lineman	3	1	
		O/M Technician	3	5	
	Cinco de Rama DPP	Lineman	3	1	
		O/M Technician	3	5	
	Balicasag DPP	O/M Technician	3	7	
	Cabul-an DPP	O/M Technician	3	7	
	Cuaming DPP	O/M Technician	3	7	
	Mantatao DPP	O/M Technician	3	5	
	Pamilacan DPP	O/M Technician	3	7	
	Bagongbanwa DPP	O/M Technician	3	5	
	Batasan DPP	O/M Technician	3	5	
	Bilangbilangan DPP	O/M Technician	3	5	
	Hambongan DPP	O/M Technician	3	5	
	Mocaboc DPP	O/M Technician	3	5	
	Pangapasan DPP	O/M Technician	3	5	
	Ubay DPP	O/M Technician	3	5	
	Camandag DPP	O/M Technician	3	5	
	New Areas				
		Sta Monica, Oras	O/M Technician	3	2
	Hilabaan, Dolores	O/M Technician	3	2	
	Tikling, Dolores	O/M Technician	3	2	
	Suluan, Guian	O/M Technician	3	2	
	Cagusuan, Guian	O/M Technician	3	2	
	Casuguran, Guian	O/M Technician	3	3	
	Habag, Guian	O/M Technician	3	2	

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ARTURO C. GUERRERO III
Chairman

JANET A. GARCIA
(CONTRACTOR)

CRISANTO V. HILARIO
Vice President

FERNANDO MARTIN Y. ROXAS
President and CEO

Sup. Sites and Markets

Administration and Finance
(NPC)

	Inapulangan, Gulan	O/M Technician	3	2
	Tarnate, San Vicente, No. Samar	O/M Technician	3	3
	Tagubanhon, Iloilo	O/M Technician	3	3
	San Pedro (Southern Leyte)	O/M Technician	3	2
	San Pablo (Southern Leyte)	O/M Technician	3	2

Package C.2 - Eastern Visayas Area - SPUG (cont'n)	Hingotangan East & West (Bohol)	O/M Technician	3	3
	Bilangbilang/Dako & Diyot (Bohol)	O/M Technician	3	3
	Malingin (Bohol)	O/M Technician	3	3
	Maomaoan (Bohol)	O/M Technician	3	3
	Sagasa (Bohol)	O/M Technician	3	3
	Gaus (Bohol)	O/M Technician	3	3
	Cataban (Bohol)	O/M Technician	3	3
	Nocnocan PVM	Plant Electrician	3	2
	Molocaboc DPP	O/M Technician	3	3
	TOTAL			

PACKAGE	AREA	POSITION	LEVEL	NO.	
Package D.1 - MOD Admin & Finance, OM-MTSD, Eastern Mindanao Area - SPUG	MOD, Admin & Finance	Driver Mechanic	2	2	
		GS Maintenance Worker	1	1	
	OM-MTSD	O/M Technician	3	9	
		Plant Mechanic	3	1	
		Plant Electrician	3	1	
	Eastern Mindanao Area				
		Dinagat DPP	O/M Technician	3	8
		Ninoy Aquino DPP	O/M Technician	3	8
		Talicut DPP	O/M Technician	3	8
		Balut DPP	O/M Technician	3	1
		Hikdop DPP	O/M Technician	3	8
		Palimbang DPP	O/M Technician	3	11
		Kalamansig DPP	O/M Technician	3	7
	New Areas				
		Gibusong DPP	O/M Technician	3	3
	Sarangani DPP	O/M Technician	3	3	
TOTAL				71	

PACKAGE	AREA	POSITION	LEVEL	NO.	
Package D.2 - Western Mindanao Area - SPUG	Western Mindanao				
		Languyan DPP	O/M Technician	3	11
		Pandami DPP	O/M Technician	3	7
		Power Barge 108	O/M Technician	3	3
		Manuk-Mangkaw DPP	O/M Technician	3	8
		Basilan DPP	O/M Technician	3	7
		Mapun DPP	O/M Technician	3	8
		Balimbing DPP	O/M Technician	3	8

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TEMPS AND STAFFERS, INC.
(CONTRACTOR)

ARTURO C. GUERRERO III
Chairman

BY:

JANET A. GARCIA
(CONTRACTOR)
App. Sits and Marketing

SIGNED IN THE PRESENCE OF:

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

	Sibutu DPP	O/M Technician	3	8
	West Simunul DPP	O/M Technician	3	8
	Sitangkay DPP	O/M Technician	3	9
	Tandubas DPP	O/M Technician	3	11
	Taungoh(Tandubanak) DPP	O/M Technician	3	11
	Sacol DPP	O/M Technician	3	11

Package D.2 - Western Mindanao Area - SPUG (cont'n)	Pangutaran DPP	O/M Technician	3	7	
	Great Sta Cruz DPP	O/M Technician	3	3	
		Lineman	3	1	
	Tumalutab DPP	O/M Technician	3	3	
		Lineman	3	1	
	Manalipa DPP	O/M Technician	3	3	
		Lineman	3	1	
	Tigtabon DPP	O/M Technician	3	3	
		Lineman	3	1	
	Pangapuyan DPP	O/M Technician	3	3	
		Lineman	3	1	
	New Areas				
	Tausan, Pilas Island, Haji Muhtamad	O/M Technician	3	7	
		Lineman	3	1	
	Lanawan Island, Tabuan, Lasa	O/M Technician	3	3	
	Saluping Island, Tabuan, Lasa	O/M Technician	3	3	
	Tapiana Island, Tabuan, Lasa	O/M Technician	3	3	
		Lineman	3	1	
	Lugus Island, Lugus	O/M Technician	3	3	
		Lineman	3	1	
Luuk DPP	O/M Technician	3	3		
Tabawan DPP	O/M Technician	3	3		
	Lineman	3	1		
Taganak DPP	O/M Technician	3	3		
	Lineman	3	1		
Bubuan DPP	O/M Technician	3	3		
	Lineman	3	1		
TOTAL				174	

PACKAGE	AREA	POSITION	LEVEL	NO.
Package E- Mindanao Generation	OVP	Driver Mechanic	2	2
	OVP-Billings & Settlement	Driver Mechanic	2	1
	OVP-IPP Contracts Management	Driver Mechanic	2	2
	OVP-Safety and Security Division	Driver Mechanic	2	1
	OVP – Legal Services Division	Draftsman	2	1
		GS Aide	1	3
	<i>OPD Generation and Performance Division</i>			

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(CONTRACTOR)

ARTURO C. GUERRERO III
Chakmalan

BY:

SIGNED IN THE PRESENCE OF:

JANET A. GARCIA
(CONTRACTOR)
NPP - Sales and Marketing

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

OPD-Information Systems and Technology Division	Computer Technician	3	3
	Driver Mechanic	2	1

PACKAGE	AREA	POSITION	LEVEL	NO.
Package E- Mindanao Generation (cont'n)	OPD-Dams, Reservoirs & Waterways Management Division	O/M Technician	3	2
		Driver Mechanic	2	1
	AFD HR and Administration Division	O/M Technician	3	1
		Building Electrician	3	1
		Draftsman	2	1
		Driver Mechanic	2	3
		Plumber	2	1
		Pump Tender	1	2
	OM – Community Development Department	GS Aide	1	2
	CDD-Planning, Design, Project Development, Evaluation & Monitoring Division	Draftsman	2	2
		Driver Mechanic	2	1
		GS Aide	1	4
	CMTSD Central Maintenance Division	Machinist	3	1
		Plant Mechanic	3	4
		Welder	3	5
		O/M Technician	3	1
	CMTSD Technical Services Division	Machinist	3	1
		Plant Electrician	3	1
	OM-AG 1/2 HEPC Maintenance Division	Driver Mechanic	2	1
	AGUS 1	Dam Tender	1	3
	AGUS 2	Dam Tender	1	5
	OM-AG 4/5 HEPPC	Plant Mechanic	3	1
		Plant Electrician	3	1
		Welder	3	1
		Equipment Operator	2	1
		Draftsman	2	1
		Driver Mechanic	2	2
		Dam Tender	1	7
		GS Aide	1	1
	AG 4/5 HEPC-PTSD			
OM Maintenance Division	O/M Technician	3	5	
	Plant Electrician	3	2	
	Plant Mechanic	3	1	
	Computer Technician	3	1	
	Equipment Operator	2	1	
	Plant Helper	1	1	
	GS Aide	1	5	
	AG 6/7 OM			
AG 6/7 OM	Plant Mechanic	3	3	
	Plant Electrician	3	3	
	Draftsman	2	1	
	Driver Mechanic	2	1	
	GS Aide	1	7	

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ARTURO C. GUERRERO III
Chairman

PACKAGE	AREA	POSITION	LEVEL	NO.	
Package E- Mindanao Generation (cont'n)	AG 6/7 HEPC-PTSD	Plant Mechanic	3	1	
		Computer Technician	3	1	
		Draftsman	2	1	
	PUL4 HEP	GS Aide	1	3	
	Pulangi IV HEPC-PTSD	O/M Technician	3	1	
		Plant Electrician	3	1	
		Plant Mechanic	3	2	
		Driver Mechanic	2	1	
	TOTAL				114

POSITION CLASSIFICATION/ LEVEL

The following positions shall be classified/leveled at:

BY:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

JANET A. GARCIA
(CONTRACTOR)
HRD - Sales and Marketing

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

FERNANDO MARTIN Y. ROXAS
President and CEO

LEVEL	POSITION	
4	Foreman	
	Line Foreman	
3	O/M Technician	
	Plant Electrician	
	Building Electrician	
	Lineman	
	Computer Technician	
	Plant Mechanic	
	Master Plumber	
	Line Truck Driver	
	Welder	
	Machinist	
	Mechanic	
	2	Equipment Operator
		Equipment Operator (Pump Boat Operator)
Driver/Mechanic		
Draftsman		
Plumber		
Carpenter/Mason		
Painter		
Front Desk Officer		
Liaison Officer		
Lifeguard		
Communications Man		
GH Cook		
1		Bus Conductor
		GS Maintenance Worker
	GS Caretaker	
	Beach Caretaker	
	GS Aide	
	Plant Helper	
Dam Tender		

Contract between NPC and Temps & Staffers, Inc.
One (1) Year Supply of Skilled/Semi-Skilled Manpower and Allied Services for
Various NPC Offices, Facilities and Installations (Packages A, C.1, C.2, D.1, D.2 and E)
Contract No. LOG MSSP 2024-06-076-MDC

RATES

The rates shall be applicable to all NPC offices and installations corporate/nationwide which will be covered under this Contract. Should wage distortion occur between the lowest contract rate (Level 1) and the minimum wage in the locality of the NPC offices or installations due to grant of minimum wage increase (whether in basic rate or COLA) by the National Wages and Productivity Commission, Department of Labor and Employment, the Corporation, at its option, may grant corresponding rate increases, as it deemed fit and necessary, by applying the Wage Distortion Formula to be tacked in the daily basic rate of the applicable level.

Rates for skilled/semi-skilled personnel are as follows:

Level 4	P1,070.00 / day	Level 2	P 676.00 / day
Level 3	P 850.00 / day	Level 1	P 610.00 / day

PERSONNEL UNIFORM

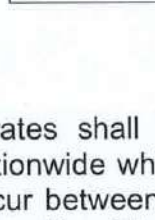
A set of uniform shall be provided by the Contractor to its personnel per year at no cost to NPC and the Contractor's personnel, as follows:

Position	Uniform	No.
Foreman Line Foreman Electrician Line Truck Driver Lineman Machinist Welder Master Plumber/Plumber Mechanic	Long sleeve T-shirt (without collar), made of cotton, color royal blue	5 pcs
O/M Technician (TFMD) Foreman (TFMD) Plant Electrician (TFMD)	Blue polo shirt, short sleeve, cotton honeycomb fabric	5 pcs
O/M Technician Carpenter/Mason Operator Lifeguard Painter Dam Tender Plant Helper Pump Tender GS Aide Beach Caretaker	Long sleeve T-shirt (without collar), made of cotton, color royal blue	5 pcs

TEMPS AND STAFFERS, INC.
 (CONTRACTOR)

ARTURO C. GUERRERO III
 Chairman

SIGNED IN THE PRESENCE OF:
 BY:


JANEY A. GARCIA
 (CONTRACTOR)
 HR, Sales and Marketing

SIGNED IN THE PRESENCE OF:
 BY:


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

NATIONAL POWER CORPORATION
 (NPC)
 BY:


FERNANDO MARTIN Y. ROXAS
 President and CEO

Contract between NPC and Temps & Staffers, Inc.
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ARTURO C. GUERRERO III
Chairman

JANET A. GARCIA
(CONTRACTOR)
Avp - Sales and Marketing

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

FERNANDO MARTIN Y. ROXAS
President and CEO

Driver Mechanic	White polo shirt, short sleeve, cotton honeycomb fabric	5 pcs
Computer Technician Communications Man Draftsman Guesthouse Cook GS Maintenance Worker GS Caretaker Bus Conductor	Blue polo shirt, short sleeve, cotton honeycomb fabric	5 pcs

These uniforms shall be worn from Monday to Thursday. Wearing of leggings, skinny jeans/pants, sleeveless blouse/shirt, mini-skirt is not allowed. Denims may be worn as working outfit e.g. operations and maintenance personnel. Appropriate office clothes/attire and shoes should be worn during Fridays consistent with the provisions of Civil Service Commission (CSC) Memorandum Circular No. 25, s. 1991.

GROUND FOR CONTRACT TERMINATION

Any misinterpretation by the Contractor with respect to the foregoing requirements or failure to comply with the above requirements shall be sufficient ground for the termination/cancellation of the contract.

1. When Contractor's personnel/workers have caused irreparable damage to NPC properties or injury to life and limb due to negligence in the performance or willful non-performance of one's duties and responsibilities.
2. When the Contractor violates hiring requirements with respect to nepotism, submission of clearances, certifications and qualifications, including refusal to make immediate replacement of personnel despite written request for NPC.
3. When the Contractors fails to pay the correct salaries of its personnel on time for two (2) consecutive pay periods, or a cumulative three (3) occasions of delayed payment of salaries in a contract year.
4. When the Contractor fails to submit proof of payment/remittance covering statutory deductions such as SSS, Pag-ibig, Philhealth, BIR, Thirteenth (13th) Month Pay, Special Incentive Leave, Tax Refund of its employee.
5. When the Contractor fails to open and maintain a bank account with a balance equivalent to one (1) month salary of all personnel deployed with the Corporation.
6. When the Contractor has violated NPC rules and regulations, mandatory requirements and fails to meet its obligations(s) under this Contract and has refused to comply with and/or remedy/cure the violation within a reasonable period.

Contract between NPC and Temps & Staffers, Inc.
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Contract No. LOG MSSP 2024-06-076-MDC

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

BY:

ARTURO C. GUERRERO III
Chairman

JANET A. GARCIA
(CONTRACTOR)
Mgt. Sec. and Mar. Off.

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

FERNANDO MARTIN Y. ROXAS
President and CEO

- 7. When the Contractor's performance is UNSATISFACTORY for two (2) consecutive rating periods.
- 8. NPC may immediately terminate this Contract without the need of notice under the following circumstances:
 - a. If the Contractor assigns this entire Contract or portion thereof to other entity/entities (i.e., subcontracting).
 - b. If Contractor's employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of NPC which may have been acquired/known by/to them, as provided for in Contract's "Warranty Clause".

PENALTIES FOR OFFENSES OR VIOLATION OF RULES

- 1. In the case of vehicular accidents caused by the negligence of the Contractor's Drivers, the Contractor shall be required to pay participation fee and/or penalty charges to be determined by NPC.
- 2. The NPC Code of Conduct and Discipline shall be adopted for the purpose of instilling personnel discipline and proper decorum. As such the specific violations and corresponding penalties under the Code shall be observed/ implemented for erring personnel.

**ARTICLE III
PAYMENTS**

The Contract Price shall be in the amount of and not exceeding:

PACKAGE	AREA	AMOUNT (PHP)
A	NPC Head Office (OP, OLC, AFG, PES and RMS)	24,642,308.04
C.1	VOD, MTSD, Western Visayas Area-SPUG	16,412,407.34
C.2	Eastern Visayas Area-SPUG	86,945,673.08
D.1	MOD Admin & Finance, OM-MTSD, Eastern Mindanao Area-SPUG	22,809,147.23
D.2	Western Mindanao Area-SPUG	56,449,802.08
E	Mindanao Generation	31,240,874.58

**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 bid documents for a term or effective period co-terminus with the duration of this Contract, plus sixty (60) days after NPC's acceptance of

Contract between NPC and Temps & Staffers, Inc.
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Contract No. LOG MSSP 2024-06-076-MDC

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

JANET A. GARCIA
(CONTRACTOR)
Sup. Sales and Marketing

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

FERNANDO MARTIN Y ROXAS
President and CEO

BY:

the last delivery/final acceptance of the contract to guarantee the faithful and satisfactory fulfillment of all the CONTRACTOR'S obligations 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
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 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 VI
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

Contract between NPC and Temps & Staffers, Inc.
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Contract No. LOG MSSP 2024-06-076-MDC

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

ARTURO C. GUERRERO III
Chairman

BY:

SIGNED IN THE PRESENCE OF:

JANET A. GARCIA
(CONTRACTOR)
My sister or of Marketing

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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 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 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
NON-ASSIGNMENT AND NO SUB-CONTRACTING**

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-CONTRACTOR of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

**ARTICLE IX
CHANGE OF OWNERSHIP**

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this Contract, the new owner shall be required under terms of sale or other transfer document to completely and fully assume CONTRACTORS' duties and

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obligations as contained in this Contract and complete them to the satisfaction of NPC.

**ARTICLE X
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 XI
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, 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 XII
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.

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Contract No. LOG MSSP 2024-06-076-MDC

TEMPS AND STAFFERS, INC.
(CONTRACTOR)

ARTURO G. GUERRERO III
Chairman

BY:

PRESENCE OF:

JHINET A. GARCIA
(CONTRACTOR)
HR. Sales and Marketing

SIGNED IN THE

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

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

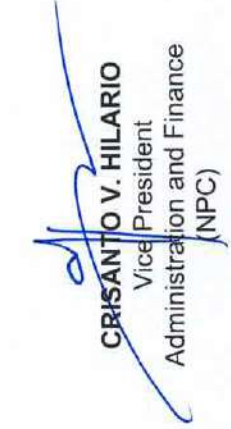
TEMPS AND STAFFERS, INC.
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)


ARTURO S. GUERRERO III
Chairman


JANET A. GARCIA
(CONTRACTOR)
MP & Marketing


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


FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE XIII
JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE XIV
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 XV
EFFECTIVITY

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

ARTICLE XVI
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 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 XVII
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.

Contract between NPC and Temps & Staffers, Inc.
One (1) Year Supply of Skilled/Semi-Skilled Manpower and Allied Services for Various NPC Offices, Facilities and Installations (Packages A, C.1, C.2, D.1, D.2 and E)
Contract No. LOG MSSP 2024-06-076-MDC

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of JUL 04, 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 twenty (20) 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.: _____

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; Tarnac
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)
Avenida Diliman, Quezon City

Contract between NPC and Temps & Staffers, Inc.
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Contract No. LOG MSSP 2024-06-076-MDC

8.

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this **JUN 28 2024** day of _____, 2024, personally appeared **MR. ARTURO C. GUERRERO III**, Chairman, **TEMPS AND STAFFERS, INC.**, with Identification Document in the form of SSS I.D.#33-1809238-3, issued by _____ at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty (20) 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.: 245
Page No.: 49
Book No.: XIX
Series of 2024.

ATTY. JOHN RYAN E. SEGUIT
NOTARY PUBLIC, Q.C. VALID UNTIL DEC 31, 2024
ROLL NO. 85421, TIN NO. 427-345-464-004
PTR No. 48508641 JAN. 03, 2024
IBP NO. 3014621 JAN. 03, 2024 QUEZON
NACLE COMP VO-021883 4/14/2023
ADM MATTER NO. SP-018 (2023-2024)
ADD. 88 WEST AVENUE BGCY, PHILAIR, QUEZON CITY

Contract between NPC and Temps & Staffers, Inc.
One (1) Year Supply of Skilled/Semi-Skilled Manpower and Allied Services for
Various NPC Offices, Facilities and Installations (Packages A, C.1, C.2, D.1, D.2 and E)
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