

CONTRACT NO. LOG MSSP 2021-02-006-ZCT

RENTAL OF SHUTTLE SERVICES FOR NPC HEAD OFFICE-BASED PERSONNEL
HO-TFM21-002/PB201214-RA00392

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. PIO J. BENAVIDEZ, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

ALPHA VENICE TRANSPORT AND TRAVEL SERVICES, OPC, a sole proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at VS1 Building, Unit 2-B, Kalayaan Avenue, Barangay Malaya, Quezon City, Philippines, herein represented by its Proprietor, MR. VENANCIO E. CABUGOS, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 19 November 2020, NPC posted the Invitation to Bid for the Public Bidding for the Rental of Shuttle Services for NPC Head Office-Based Personnel.

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 21 December 2020 on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid offer of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

BY: 
VENANCIO E. CABUGOS
Proprietor

BY: 
CHERYL ANN MARIE OCA
(CONTRACTOR)


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


PIO J. BENAVIDEZ
President and CEO

BY: 
VENANCIO E. CABUGOS
Proprietor


CHERYL ANN MARIE COA
(CONTRACTOR)


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


PIO J. BENAVIDEZ
President and CEO

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. Bid Documents for the Rental of Shuttle Services for NPC Head Office Based Personnel;
2. All work program and bidding forms including all the documents now existing on file and/or to be made and agreed upon by the parties during the contract period relative to the works;
3. Supplemental/Bid-Bulletin Nos. 1 & 2 dated 20 November 2020 and 11 December 2020;
4. Bid Opening Report dated 21 December 2020;
5. Post Qualification Report dated 13 January 2020;
6. SUPPLIER's bid proposal dated 18 December 2020 as reflected in ANNEX "A";
7. Notice of Award dated 01 February 2021;
8. Notice to Proceed; and
9. The Performance Security to be filed by the 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 former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II
SCOPE OF CONTRACT

CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully provide shuttle services (in accordance with the requirements of the Bidding Documents and Technical Specifications) for the Rental of Shuttle Services for NPC Head Office-Based Personnel;


SCOPE OF SERVICE:

CONTRACTOR shall provide air conditioned Buses and Passenger Vans with a capacity of 50 or more passenger seater bus that can accommodate 30 passengers and 18 passenger seater van that can

BY: 
VENANCIO E. CABUGOS
Proprietor


ALEXANDER P. JAPON
(CONTRACTOR)


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


PIO J. BENAVIDEZ
President and CEO

accommodate 9 passengers in consideration with the DOTr Transport Guidelines, respectively. These vehicles will serve as shuttle services for Head Office-based personnel to and from NPC Head Office, Diliman, Quezon City and various pick-up points along the routes. The items of work or services mentioned above and listed in the itemized list hereto attached and made an integral part hereof as ANNEX "A", Shall be collectively referred to as "SERVICES".

ARTICLE III
RESPONSIBILITY OF SERVICE PROVIDER

- A. The Service provider is responsible for all necessary permits, licenses, taxes and fees, etc. to all concerned regulatory agencies for the duration of shuttle service contract.
- B. The service provider must provide the following:
 - Diesel fuel
 - Drivers and Conductors
 - Drivers and Conductors appropriate PPEs
 - Thermal Scanners
 - Parking or Toll fees, if any
 - Passenger Accident Insurance while on board
- C. The Service provider shall disinfect the buses/vans after each use.
- D. Shall Pick-up NPC Employees at designated pick-up point for a certain period of time. Shuttle service to leave designated pick-up areas exactly on agreed time of departure in order to reach NPC Head Office before 8:00 AM.
- E. Shall provide replacement units in case units encounter breakdown or for repair and for maintenance.
- F. The Contractor shall maintain record of their passengers (NPC Employee) on a daily basis and shall submit same to NPC thru General Services Department.
- G. The Service provider shall be held accountable for all liabilities resulting from damage to properties and lives attributed to Service provider's fault/negligence for the duration of the service contract.
- H. The Service provider shall hold NPC free from any third party liability arising from damages to public and private properties, death or injury to people as a result of any incident attributed to Service provider fault that may have occurred during the performance of the service contract.

BY:

[Signature]
VENANCIO E. CABUGOS
Proprietor

[Signature]
CHERRYL MAHECO
(CONTRACTOR)

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

[Signature]
PIO J. BENAVIDEZ
President and CEO

**ARTICLE IV
COMMENCEMENT AND COMPLETION PERIOD**

CONTRACTOR shall complete the services within **one (1) year** from the date of contract effectivity as specified in the Notice to Proceed. If upon the expiration of the shuttle service contract and the said service is still needed by the Corporation, the contract may be extended up to the maximum of three (3) months on a month to month basis without contract price escalation.

**ARTICLE V
PAYMENTS**

For and in consideration of the SERVICES to be undertaken by the CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency in accordance with the Contract Documents, the unit and lump sum prices set forth in Annex "A" hereof in the amount of **PHILIPPINE PESOS: FIFTEEN MILLION SEVEN HUNDRED EIGHT THOUSAND PESOS (PHP 15,708,000.00)**.

Payment shall be thru Progress billing every 15th and 30th of the month. Payment of each billing for the delivery of services is upon submission by the Service Provider of complete supporting documents.

The price offered shall be valid during the contract term, inclusive of the extension period, if any.

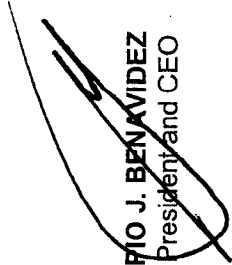
**ARTICLE VI
OTHER PROVISIONS**

NPC reserves the right to reduce/increase the number of unit being rented with the same terms and conditions, change typology of vehicle, change routes or terminate the contract depending on the need of NPC.

**ARTICLE VII
PERFORMANCE SECURITY**

To guarantee the faithful performance of its obligations under the Contract, CONTRACTOR shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security in favor of NPC in an amount equivalent to five percent (5%) of the total contract price in the form of cash, or cashier's/manager's check or 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, or in an amount equal to thirty percent (30%) of the total contract price, in the form

BY


PIO J. BENAVIDEZ
President and CEO


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


CHERYL ANN MARIE OCHOA
(CONTRACTOR)

BY:

VENANCIO E. CABUGOS
Proprietor

of 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 or submission of Performance Securing Declaration. Performance Security must be acceptable to National Power Corporation.

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 final acceptance of the project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

The performance security shall be discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.

ARTICLE VIII
LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily deliver the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, The Procuring Entity 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 IX
WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his 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 he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or