

CRISTINA L. LLARENAS
Marketing In-Charge

BY:

MELISSA M. MANALILI
(CONTRACTOR)

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HPPC (NPC)

BY:

ALEXANDER P. JAPON
Vice President, Admin and Finance

CONTRACT NO. LOG MSSP 2023-08-064-MDC

**TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES, LAWN AND GARDEN MAINTENANCE AND ALLIED SERVICES FOR NPC MINGEN – AGUS 6 & 7 HEPP COMPLEX
MG-A7O23-007 / PB230619-NA**

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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President – Admin and Finance, **MR. ALEXANDER P. JAPON**, 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 30 May 2023, NPC posted the Invitation to Bid for the Public Bidding of the Two (2) Years Supply of Janitorial Services, Lawn and Garden Maintenance and Allied Services for NPC MinGen – Agus 6 & 7 HEPP Complex;

WHEREAS, there were four (4) prospective bidders who secured the bidding documents and participated in the bidding conducted on 19 June 2023;

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, the parties hereto have agreed as follows:

Contract between NPC and One Merit Global Janitorial Services, Inc.
Two (2) Years Supply of Janitorial Services, Lawn and Garden Maintenance and Allied Services for NPC MinGen – Agus 6 & 7 HEPP Complex
Contract No. LOG MSSP 2023-08-064-MDC

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BY:

MENSSA M. MANALILI
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(NPC)

ALEXANDER P. JAPON
Vice President, Admin and Finance

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 11 August 2023;
3. Post Qualification Report dated 03 July 2023;
4. Bid Opening Report dated 20 June 2023;
5. CONTRACTOR's bid proposal dated 16 June 2023;
6. Notice to Proceed; and
7. 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 AND CONTRACT DURATION

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, Lawn and Garden Maintenance and Allied Services for NPC MinGen – Agus 6 & 7 HEPP Complex 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".

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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 NINETEEN MILLION NINE HUNDRED THOUSAND EIGHT HUNDRED NINETY THREE AND 01/100 (PHP 19,900,893.01)** 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/time cards, duplicate or certified photo copies 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 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 the last delivery/final acceptance of the contract to guarantee the faithful and satisfactory fulfillment of all the CONTRACTOR'S obligations under

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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 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 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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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 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 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 NPC and to the relatives within the third degree of consanguinity of affinity of NPC's

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