President & Chief Executive Officer RAYMUND JOSE ALFREDO OMNIWORX, INC. CONTRACTOR

CONTRACT NO. SRVCS-AG5-2022-02-01

CONTRACT FOR THE SUPPLY OF LABOR, TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR THE MANPOWER REQUIREMENT RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES BY AND BETWEEN THE NATIONAL POWER CORPORATION AND OMNIWORX, INC.

> PACKAGE NO. MG-J5 [AGUS 5 HYDROELECTRIC POWER PLANT]

BY:

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

PRESIDENT MBOY

SENAMDO EXECU

Division Manager, ATTY. EDDIE U.

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and entered into in the City of Iligan, Philippines, by and between:

THE NATIONAL POWER CORPORATION, a governmentowned and controlled Corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended by Presidential Decree No. 380, with its principal office address at NPC Office Building Complex, corner Quezon Avenue and BIR Road, Diliman, Quezon City, Philippines herein represented by its Vice President for Mindanao Generation, EDMUNDO A. VELOSO, JR., who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

OMNIWORX, INC., herein represented by its President & Chief Executive Officer, RAYMUND JOSE ALFREDO, with Principal Office address at 2F Omniworx Business Centre, 0060 Dr.A.Santos Ave. Brgy. San Isidro, Paranaque City, hereinafter referred to as CONTRACTOR:

WITNESSETH: That -

WHEREAS, NPC issued Invitation to Bid for the Supply of Labor, Tools/Equipment, Supplies/ Materials and Supervision for the Manpower Requirement of the National Power Corporation Related to Janitorial/Lawn and Garden, Landscape/Plantscape Maintenance and other Allied Services for Package No. MG-J5 (Agus 5 HEP);

WHEREAS, CONTRACTOR submitted eligibility and technical documents, and was considered eligible and technically qualified for the aforesaid undertaking:

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 1 of 12

NATIONAL POWER CORPORATION

BY:

RESIDENT MEDY

IVE VICE 

EXECUT

Division Manager, Finance, Mino

ATTY. EDDIE U.

00

WHEREAS, in the bidding held on February 02, 2022 on the aforesaid undertaking, CONTRACTOR submitted the lowest bid and subsequently considered as the lowest calculated bid:

WHEREAS, CONTRACTOR was post-qualified and its bid was considered as the lowest calculated and responsive bid;

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:

### 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 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 the Contract
  - e. Special Conditions of the Contract
  - Schedule of Requirements(Bid Price Schedule)
  - g. Technical Specifications
  - h. Bidding Forms
- 2. Contractor's Bid including all accompanying data submitted on February 02, 2022;
- 3. Bid Opening and Post-Qualification Reports;
- 4. Notice of Award dated February 24, 2022;
- 5. Notice to Proceed
- 6. The Performance Security, to be filed by Contractor in accordance with this contract;
- 7. All other relevant documents that may be required by NPC.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy between the provision of the contract and the contract documents mentioned above, the former shall govern. In case of inconsistencies among the Contract Documents, the latest dated documents shall prevail.

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 2 of 12

President & Chief Executive Officer RAYMUND-JOSE ALFREDO OMNIWORX, INC. (CONTRACTOR)

BY:

PRESIDENT UMBOY 0 SENAMO EXECUTIVE

ATTY, EDDIE U. TABU

NATIONAL POWER CORPORATION BY:

## **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 all labor, tools/equipment, supplies/materials and supervision for the manpower requirement of **NPC** related to janitorial/lawn and landscape/plantscape maintenance and other allied services for Package No. MG-J5 (Agus 5 HEP);

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

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.

### **ARTICLE III PAYMENTS**

For and in consideration of the Work to be undertaken by CONTRACTOR as specified in the preceding Article hereof, NPC shall pay CONTRACTOR in Philippine currency the estimated amount of THREE MILLION SEVEN HUNDRED ELEVEN THOUSAND THREE HUNDRED FIFTY SIX PESOS & 44/100 (PHP3,711,356.44). for two (2) years for manpower services completely and satisfactorily rendered materials/supplies and tools/equipment actually delivered and received by NPC, the breakdown of which is itemized and listed in the attached Annexes "A" and "B" which form an integral part hereof. Provided, CONTRACTOR shall submit to NPC properly signed daily records/time cards, duplicate or certified photocopies of the actually signed payrolls and pay slips showing the gross amount earned, deductions, employer's contribution and the net amounts paid to the employees, including the receipts of the delivered materials. Such shall be attached to the billings of CONTRACTOR.

# **ARTICLE IV** PERFORMANCE SECURITY

CONTRACTOR shall, at the time of execution of this Contract file with NPC a Performance Security in the form of a) Cash or cashier's/manager's check, b) Bank draft/guarantee or irrevocable letter of credit or c) Surety Bond callable upon demand issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount and form stipulated in Section IV- GCC.3 of the bid tender documents for two (2) years, Philippine Currency. This Bond shall entirely be confiscated upon default of CONTRACTOR.

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 3 of 12

SIGNED IN THE PRESENCE OF:

BY:

RESIDENT MBOY

E VICE

EXECUT

Division Manager, Finance, MinGer ATTY. EDDIE U. TĂBUELOĠ,

SENANDO

# **ARTICLE V** LIQUIDATED DAMAGES

Should CONTRACTOR fail to deliver completely the janitorial supplies and/or the tools/equipment within the times specified in Annex "A", and/or services called for in this Contract, CONTRACTOR agrees to pay NPC liquidated damages in an amount equivalent to 1/10 of 1% of the total contract value of the undelivered/delayed items/services for each calendar day of delay until actual delivery or performance. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract. NPC may rescind or terminate this Contract without prejudice to other courses of action and remedies available under circumstances. NPC does not have to prove that it has incurred actual damages. These liquidated damages may be charged against the Performance Bond or any receivables of CONTRACTOR, whichever is more convenient to NPC.

# ARTICLE VI ADDITIONAL PROVISIONS

- 1. It is expressly understood and agreed that for all legal intents and purposes, all employees of CONTRACTOR employed under this Contract shall not be considered as employees of NPC. Hence, CONTRACTOR shall be solely responsible for the payment of all indemnities to its employees which may arise under existing laws and shall comply with the provisions of all other laws/decrees relative to its employees.
- The CONTRACTOR shall pay all salaries and wages to his personnel every 15th and 30th of each month as defined in General Provisions No. 4.4 of the bid tender documents. Payment shall be made at Corporation's premises where work is conducted or deposited directly to the ATM account of the personnel. NPC reserves the right to assign its representative/s to observe payment of salaries or wages due said personnel. For this purpose, CONTRACTOR shall issue payslip for each personnel showing earnings, deductions and employer's contribution. Such shall be attached to the billings of CONTRACTOR.

Finally, CONTRACTOR binds itself to pay its employees Legal Holiday Pay in accordance with Article 94 of the New Labor Code as amended and its implementing rules and regulations.

3. CONTRACTOR shall pay the 13th month pay of his employees. The mandated 13th month pay need not be credited as part of regular wage of employees for purpose of determining overtime and premium pays, fringe benefits as well as contributions to the State Insurance Fund. Social Security, Phil. Health and private retirement plans. All other provisions of the Revised Guidelines on the Implementation of 13th Month Pay Law (16 November 1984) shall apply.

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 4 of 12

President & Chief Executive Officer RAYMUND JOSE ALFREDO OMNIWORX, INC. (CONTRACTOR) BY:

> PRESIDENT UMBOY BXECUTIVE VICE 0 SENAMO

> > Division Manager, Finance, MinGe ATTY. EDDIE

4. Delayed payment of CONTRACTOR's personnel compensation for three (3) consecutive pay periods or if the CONTRACTOR has incurred a cumulative number of fifteen (15) days in all instances of delayed payment of salaries shall be a ground for the cancellation and/or termination of the Contract. For information purposes, CONTRACTOR shall, every end of the month, submit to NPC reports and/or information befalling its employees assigned to premises of NPC in accordance with this Contract.

In case NPC becomes liable after due process to any employee of CONTRACTOR under the provisions of Sec. 109 of the Labor Code. resulting from CONTRACTOR's failure to comply with said law, CONTRACTOR shall indemnify NPC for all payments made to said employee. The Performance Bond filed by CONTRACTOR shall also answer for this contingency, including attorney's fees and costs of suit. without prejudice to NPC seeking relief from other sources of funds of CONTRACTOR if and when necessary.

5. CONTRACTOR shall submit a certificate of Bank Deposit from any reputable commercial bank preferably the Land Bank of the Philippines (LBP) Branch nearest the place of NPC's Plant/Office being serviced in an amount equivalent to one (1) month basic salary of all its personnel assigned with NPC withdrawable only for payment of the salary of the said personnel upon the consent and clearance of NPC. Said deposit shall be used should CONTRACTOR's billing for the quincena be delayed to assure receipt by the CONTRACTOR's employees salary on time, and shall be immediately replenished upon collection from NPC. NPC reserves the right to inspect the bank deposit from time to time.

The Certificate of Bank Deposit shall be attached to the 16th and 30th billing of the CONTRACTOR subject to verification of NPC as a matter of procedure. The issuing bank should issue a confirmation as to the authenticity of said bank certificate.

Non-compliance with the above requirement shall be a ground for the termination of this Contract.

- 6. CONTRACTOR hereby agrees that absences of its personnel shall be replaced by a reliever. Otherwise, this will be a ground for the termination of the contract. Tardiness of its personnel shall be deducted from its monthly billings. Computation of short services shall be based on both labor and material cost.
- 7. CONTRACTOR shall deliver and deposit to NPC all the materials, supplies and equipment/tools required in Article II and listed in Annex "B" in accordance with the following schedules:

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 5 of 12

SIGNED IN THE PRESENCE OF

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

7.1 To be supplied Monthly

1st working day of the month

7.2 To be supplied Quarterly

All supplies for the guarter to be delivered every 5th working day of the 1st/2nd/3rd/4th quarter

7.3 To be supplied Semi-Annually

every 1st working day of the 1st and 7th month

7.4 To be supplied Annually

every 5th working day of January

Consumable items shall be supplied monthly by the CONTRACTOR and shall be deposited with the Manager or the authorized representative in the installation being serviced.

- 8. In the event the CONTRACTOR fails to supply within five (5) working days as provided for in Article VI, No. 6 above, all the materials, supplies and equipment/tools as listed in Annex "B" hereof, NPC shall provide/procure the same and charge the cost thereof including freight, rental and incidental expenses if any and a surcharge of twenty five percent (25%) against the CONTRACTOR. Such amount shall be deducted from the monthly billings of the CONTRACTOR without prejudice to the imposition of liquidated damages pursuant to Article VI of this contract.
- 9. CONTRACTOR shall, together with its billings, submit to NPC a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its employees under the law for the billing period, including Certificate of Inspection and Acceptance of materials delivered as well as proofs of BIR & SSS with forms R3 and R5; Pag-ibig and Philhealth premium remittances. Non-submission of any of the above requirements shall authorize NPC to hold payment until all requirements are complied with. Proof of BIR remittances should be attached to the next first quincena billing of CONTRACTOR. Proof of SSS, Pag-ibig and Philhealth premium remittances shall be attached to the second quincena billing of CONTRACTOR.

NPC shall have access to records of payment of salaries and/or auditorial right to go over payrolls and remittances of SSS, Pag-ibig and Philhealth premiums and/or BIR remittances.

10. The CONTRACTOR shall pay any and all taxes imposable under this contract. The CONTRACTOR shall pay the taxes in full and on time and failure to do so shall entitle NPC to suspend payment for the contract.

Within the duration of the Contract, NPC may require the CONTRACTOR regular submission of tax clearance from the Bureau of Internal Revenue as well as a copy of its Income and Business Tax Returns duly stamped and received by BIR and the duly validated tax payments made thereon. Failure to submit the tax clearances as maybe required, NPC shall suspend payment for the Contract.

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 6 of 12

SIGNED IN THE PRESENCE OF:

SENANDO D. UIMBOY

EXECUTIVE VICE PRESIDENT

ATTY. EDDIE U. TABUELGG CPA
Division Manager, Finance, MinGen

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

EDMIUMDO A. VELOSO, JR. Vice President, Mindariao Generation

11. CONTRACTOR shall provide NPC total number of employees as stated in Annex "A" hereof, and any decrease or increase in the number of janitors without the written approval of the NPC shall be sufficient ground for the termination of this Contract.

However, NPC reserves the right to increase the number of leadman and/ or janitors to serve the janitorial requirements of the different plants/ offices of the Corporation. In the same manner, NPC has the right to decrease the number of leadman and/ or janitors if there is a need to do so.

- 12. CONTRACTOR shall assign personnel that have passed the qualification requirements of NPC as called for in the Bid Documents and shall immediately replace any employee considered undesirable by NPC and/or CONTRACTOR, subject to the provisions of the New Labor Code as amended and its implementing rules and regulations.
- 13. CONTRACTOR shall require its leadman/janitors to wear prescribed uniforms and ID's inside the working area as well as personal safety gears when necessary. Uniforms, IDs and personnel safety gears shall be at the expense of the CONTRACTOR. Employees/supervisors not in complete working clothes/uniforms and safety gears where necessary shall not be allowed to work and/or enter the premises/installations.
- 14. 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:
  - 14.1 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.
  - 14.2 Pre-terminate the Contract.
  - 14.3 Direct the CONTRACTOR to comply/perform its contractual obligation in an alternative project site.
  - 14.4 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.
  - 14.5 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.
- 15. CONTRACTOR shall not sub-contract any or all of the WORK herein.
- 16. 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.

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 7 of 12

President & Chief Executive Officer RAYMUND JOSE ALFREDO OMNIWORX, INC. (CONTRACTOR)

BY:

SENAKDO D. LUMBOY EXECUTIVE VICE PRESIDEN

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF

Division Manager, Finance, MinGel ATTY. EDDIÉ

NATIONAL POWER CORPORATION

Submission of spurious documents, misrepresentation shall likewise be a ground to Contract termination.

### 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 of 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 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, he 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 his 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 Command, the PNP Regional Command, the PNP Provincial Command and the Department of Interior and 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, its personnel are in the connivance with the terrorists, rebels and/or lawless elements but to secure the fullest cooperation of NPC contractors in providing the security to NPC offices, power installations and/or projects; and/or by desisting from any form of assistance to terrorists, rebels and/or lawless elements. 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.

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 8 of 12

# 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 VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Iligan City, Philippines only.

IN WITNESS WHEREOF, the presents on thisgal	parties hereto have signed these of, 2022 in Iligan City.
NATIONAL POWER CORPORATION By:	OMNIWORX, INC. By:
EDMUNDO A. VELOSO, JR. Vice President, Mindanao Generation	RAYMUND JOSE ALFREDO President & Chief Executive Officer
SIGNED IN THE P	RESENCE OF:
ATTY. EDDIE U. TABUELOG	SENANDO D LUMBOY EXECUTIVE VICE PRESIDENT
Manager, Finance Division (NPC)	(CØNTRACTOR)
(NFC)	

**FUNDS AVAILABLE:** 

CC # 6643012; GL # 506; Acct. # 068

DIONILA M. JAMIL

Officer In-Charge, Acctg., Budget & Disb. Control Finance Division, Mindanao Generation

BY:

(CONTRACTOR)

BY:

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

REPUBLIC OF THE PHILIPPINES)
ILIGAN CITY () S.S.

### **ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this day of \_\_\_\_\_\_, 2022, personally EDMUNDO A. VELOSO, JR., Vice President, NATIONAL POWER CORPORATION, MINDANAO GENERATION, with Identification Document in the form of Company ID No. APW1300660, issued on 28 November 2018, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

SENAND D. LUMBC.

ATTY, EDDIE D. TABUELOG, GPA EXECUTIVE VICE PRESIDENT

Division Manager, Finance, MinGen

Doc. No. \_\_\_\_\_;
Page No. \_\_\_\_\_;
Book No. \_\_\_\_\_;
Series of 2022.

Notary Public
Until December 31, 2022
IBP Lifetime No.:
PTR No.:

NOTARY PUBLIC - PARANAQUE
COM. NO. 114-2021 UNTIL 12-31-22

138 SAN ANTONIO AVE. PARANAQUE CITY
ROLL NO. 23323
IBP NO. 128105 / 09-02-2020
MCLE VI 008144 / 04-23-2018
PTR NO. 2905636 / 01-03-2022

BY:

EDMUNDO A. VELOSO, JR.

Vice President, Windahao Generation

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 10 of 12

OMNIWORX, INC.
(CONTRACTOR)

RAYMUND JOSE ALFREDO
President & Chief Executive Officer

BY:

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES) ILIGAN CITY S.S

# **ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this
day ofMAR 0 2022, personally appeared RAYMUND JOSE
ALFREDO, President & Chief Executive Officer, OMNIWORX, INC., with
Identification Document in the form ofissued
by at, on, known to me and to me
known to be the same person who executed the foregoing instrumen
consisting of fourteen (14) 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 - Parañaque
Com. NO. 114-2021 UNTIL 12-31-22
Notary Public - Parañaque
Notary Public - Parañaque
Notary Public - Parañaque
Rojana -

ATTY. EDDIE U. TABUELOG CPA Division Manager, Finance, MinGen

WEV

EXECUTIV

Doc. No.: Page No.: 5
Book No.: 7
Series of 2022.

ON SIGNED IN THE PRESENCE OF:

ATTY. EDDIE U. TABUELOG/CP

BY:

EDMUNDOA. VELOSO, JR.
VICE President, Mindenao Generation

Contract between NPC and OMNIWORX, Inc. Janitorial Services Package No. MG-J5 for Agus 5 HEP Contract No. SRVCS-AG5-2022-02-01 Sheet 11 of 12

### CONTRACT NO. SRVCS-AG5-2022-02-01

#### CONTRACT FOR THE

SUPPLY OF LABOR, TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR THE MANPOWER REQUIREMENT RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES

# BY AND BETWEEN THE NATIONAL POWER CORPORATION AND OMNIWORX, INC. PACKAGE NO. MG-J5 [AGUS 5 HEP]

The monthly contract rates per Janitor for 8-hour duty shall be as follows:

CATEGORY	NO. OF JANITORS	RATE
Janitor	16	P 11,940.87
Leadman	1	P 13,564.40

For further breakdown of the monthly contract rate shall be:

	JANITOR	LEADMAN
Rate per day	365.00	415.00
Labor Cost:		
Basic Salary [(daily rate x 313)/12 days]	9,520.42	10,824.58
COLA (P0.00)	-	_
13 <sup>th</sup> Month Pay	793.37	902.05
Legal Premium Holiday	365.00	415.00
Incentive Leave	152.08	172.92
Total Amount Due to Janitor	10,830.87	12,314.55
Employer's Contribution:		Market State Control of the Control
SSS	850.00	977.50
PhilHealth	150.00	162.35
Pag-ibig	100.00	100.00
ECC	10.00	10.00
Total Amount Due to Govt.	1,110.00	1,249.85
Amount Due to Janitor & Govt.	P 11,940.87	P 13,564.40

<sup>&</sup>gt; Salaries are subject to change to Wage Order Adjustment

Particular	Amount	
Manpower Recapitulation: 16 Janitors x P 11,940.87	P 204,618.32	
1 Leadman x P 13,564.40	,	
For the monthly administrative expenses (mtrls/supplies/eqpt.) to be	46,420.40	
supplied by Contractor, the Corporation shall pay the Contractor (in	,	
accordance with Annex "B")		
For Profit Margin & Contingencies	25,103.87	
(10 % of total manpower cost + total adm. exp.)	,	
Value Added Tax (VAT)	33,137.11	
(12% of total manpower cost + adm. exp. + profit margin &		
contingencies)		
GRAND TOTAL (1 year)	P3,711,356.44	

NATIONAL POWER CORPORATION

OMNIWORX, INC

By:

EDMUNDO A, VELOSO, JR.

Vice President, Mindanao Generation

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

SIGNED IN THE PRESENCE OF

ATTY. EDDIE U. TABUELOG

Manager, Finance Division

SENANDO D. LUMBOY EXECUTIVE VICE PRESIDENT

Certified Funds Available:

CC # 6643012; GL # 506; Acct. # 068

DIONICA M. JAMIL

Officer In-Charge, Acctg., Budget & Disb. Control

BY:

EXECUTIVE VICE

ATTY. EDDIE U. TABUELOG, C. Division Manager, Finance, MinGen

# CONTRACT NO. SRVCS-AG5-2022-02-01

# PACKAGE NO. MG-J5 (AGUS 5 HEP)

# MONTHLY BREAKDOWN OF EXPENSES FOR MATERIALS, SUPPLIES AND EQUIPMENT (JANITORIAL)

	PARTICULAR	UNIT	UNIT	QTY	TOTAL COST
A.	To be supplied/replaced annually:				
1	Shears, Prunning, hedge/Grass, 20" long	piece	500.00	3	1,500.0
2	Hose, Garden, 90 meters length, 3/4"dia w/ sprinkler	roll	2,500.00	2	5,000.0
3	Helmet, Safety, Good Quality	piece	500.00	6	3,000.0
	Harness Belt, Safety, complete w/ accessories	set	2,000.00	5	10,000.0
	Bolo, Jungle, 18" long blade	piece	600.00	8	4,800.0
	Shovel, Round, Point D handle	piece	450.00	6	2,700.0
	Crow Bar (bara), Heavy Duty	piece	450.00	2	900.0
	Axe, Chopping, Heavy Duty	piece	450.00	4	1,800.0
	Pots, Flower, Big	piece	150.00	10	1,500.0
	Plants, Flower/Ornamental	pot	130.00	10	1,300.0
	Mop, Tornado, Flat w/ squeezer and container	piece	1,300.00	2	2,600.0
	Trash Bin, Super Big (Biodegradable/Non-Biod/Hazardous/Recyclable) 68L	piece	11,300.00	4	45,200.0
	Pump, Toilet Bowl	piece	130.00	4	520.0
	Total of "A"	Sub-total (An			80,820.
Total Of A	Total Monthly:			6,735	
3.	To be supplied/replaced every six mos.	Total months			0,700
1	Dust Pan, Plastic, 1-ft wide head w/ 2-ft. plastic handle	piece	120.00	6	720.
	Dust Pan, GI Sht., 1-ft wide head w/ 2-ft. wooden handle	piece	150.00	12	1,800
	Trash Can, Garbage w/ swing top lid, 3 gals. Capacity	piece	600.00	6	3,600
	Brush Scrub, Plastic stiff bristle, big 2"x1" w/ handle	piece	150.00	5	750
	Pail, Plastic, Heavy Duty, 10 liters capacity	piece	100.00	8	800.
	Rope, Nylon, 3/4" diameter	meter	50.00	38	1,900.
	Door Mat, 13-1/2" x 22-1/2", rubberized	piece	100.00	6	600.
	Boots, rubber, knee high, large	pair	450.00	10	4,500.
_	Total of "B" x 2			10	14,670.
	Total of B X 2	Sub-total (Semi-Annually): Total (Annually): Total Monthly:			29,340.
					2,445
;.	To be replaced/supplied quarterly	Total Monthly			2,445.
THE PERSON NAMED IN	Mop head, cotton, no. 30 (500 grams)	piece	105.00	8	840.
	Mop handle, Heavy Duty, 5 ft. long, Wooden Handle	piece	175.00	6	1,050.
	Mop head, Tornado, Round w/ Squeezer & Container	piece	150.00	3	450.
	Sponge, rectangle, dishwashing, large (scotchbrite)	piece	50.00	10	500.
	Broomstick, Pole (walis tingting ceiling), 8ft longhandle, 5"dia	bundle	150.00	12	1,800
	Broom, Soft (Tambo, standard size	piece	130.00	20	2,600
	Gloves, rubberized, Large, Ansell for CR's cleaning	piece	95.00	10	950.
	Bolo (Guna), 8" long blade	piece	250.00	6	1,500
	Sickle (Lampas), 18"long blade w/ handle	piece	500.00	12	6,000.
	Gloves, cotton, w/ dotted rubberized palm, large size		25.00		THE RESERVE OF THE PARTY OF THE
	Fertilizer, plants	pair kilo	50.00	24 5	600.
	Stone, Grinding/sharpening, Synthetic, 1"x2"x6"	piece	150.00	6	250.
14	Total of "C" x 4			U	900.
	Total (Annually):			17,440.	
					69,760.
-		Total Monthly			5,813.3

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OMNIWORX, INC. CONTRACTOR

SIGNED IN THE PRESENCE OF:

BY:

PRESIDEN MBOY VE VICE EXECUT

President & Chief Executive Officer RAYMUND JOSE ALFREDO

Division Manager, Finance, MinGen ATTY. EDDIE U. "

To be supplied monthly: Freshener, Air / Fabric (Bay Fresh-Lime & Lemon and Glade 169.00 845.00 can 5 2 Cleaner, for Toilet Bowl & Urinal (Lysol, Cling, 651 ml) bottle 115.00 575.00 5 3 Paste, Dishwashing, Big piece 45.00 1 45.00 4 Spray, Insect, aerosol, 500 ml. net content (Baygon) can 272.00 3 816.00 Cleaner, All Purpose, Kiwi or Mr. Musle, 500 ml bottle 115.00 5 575.00 6 Polish, Furniture, Pledge w/ cleansing conditioner, 330ml net d can 270.00 3 810.00 7 Trash Bage, Size XL piece 5.00 110 550.00 8 Detergent, Powder, Tide, 1 kilo/pack pack 99.00 14 1,386.00 Hand Pad, Scrubbing w/ foam (Scotch brite, 4" x 6") 35.00 8 280.00 piece 10 Tissue, Bathroom (3ply. Cleene/sanicare, tisyu, 400 shts/roll) 5.00 108 540.00 roll 11 Gasoline, regular (for grass cutter) liter 58.00 70 4,060.00 12 Oil, Engine, 2T (for grass cutter) liter 145.00 8 1,160.00 13 Cloth, Flanilla, dusting (blue color) meter 75.00 4 300.00 14 Cleaner, Glass, Kiwi or Mr. Muscle, w/sprayer, 500ml 115.00 bottle 1 115.00 15 String Nylon #500 kilo 380.00 5 1,900.00 16 Cleaner, Mold & Moldew Killer (Mr. Muscle) 500ml bottle 125.00 5 625.00 17 Dishwashing Liquid, 790ml (Joy) bottle 129.00 9 1,161.00 18 Zonrox, for disinfection 115.00 6 690.00 gal 19 Liquid, Handsoap, Anti-bacterial, 500ml bottle 88.00 704.00 8 20 Spray, Air Disinfectant, Lysol, 500ml/bot bottle 5,990.00 599.00 10 21 Cleaner, All-Purpose, Domex, 500ml bottle 95.00 380.00 Total of "D" x 12 Total Monthly: 23,507.00 Sub-total (Annually): 282,084.00 Annual Total of Supplies (A+B+C+D) 462,004.00 Monthly Total of Supplies (A+B+C+D) 38,500.33 **Equipment Depreciation Cost** Note: Equipment should be brand new

MONTHLY TOTAL **PARTICULAR** UNIT DEPRECIATION **DEPRECIATION COST** COST Equipment Required to maintain the area (To be supplied by the agency upon issuance of contract) 1 Cleaner, Vacuum, Heavy Duty, All Purpose unit 354.17 708.34 Cutter, Grass, rotary type, 3/4"HP, gasoilne driven, portable unit 645.83 6 3,874.98 Wheel Barrow, Rubber wheels 150.00 6 900.00 unit 4 Tools, Hand (screw Driver, Plier, Hand Saw, Claw Hammer & Pipe Wrench set 54.50 4 218.00 5 Pruner, Motorized, for trees, 3/4 HP 1,875.00 1 1,875.00 unit 6 Ladder, Aluminum, Folding Type, "A" frame, 8 ft. high unit 343.75 343.75 7,920.07 Total of "E' Total Annual Dep. Cost of Equipment (Total of "E" x 12) 95,040.84 MONTHLY GRAND TOTAL (Supplies/Materials & Equipment) P 46,420.40 ANNUAL GRAND TOTAL (Supplies/Materials & Equipment) 557,044.84

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SIGNED IN THE PRESENCE OF NATIONAL POWER CORPORATION