

OMNIWORX, INC.

(CONTRACTOR)

BY:

RAYMUND JOSE ALFREDO
President & Chief Executive Officer

CONTRACT NO. SRVCS-WMD-2023-05-01

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. WMD-J2
[WATERSHED MINDANAO]

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and entered into in the City of ^{PARANQUE CITY} ~~Davao~~ Illigan,
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 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 Officer In-Charge for Office
of the Vice President, Mindanao Generation, ATTY. EDGAR L.
RAMIREZ, 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. WMD-J2 (Watershed Mindanao);

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. WMD-J2-for Watershed Mindanao
Contract No. SRVCS-WMD-2023-05-01
Sheet 1 of 12

SIGNED IN THE PRESENCE OF:

CAROL H. ABEAR

SIGNED IN THE PRESENCE OF:

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

NATIONAL POWER CORPORATION
BY:

ATTY EDGAR L RAMIREZ
OIC-Vice President, Mindanao Generation

Received by:
RICHARD R. BASTIDA
6/1/23

82

NATIONAL POWER CORPORATION
BY:

ATTY. EDGAR L. RAMIREZ
OIC-Vice President, Mindanao Generation

SIGNED IN THE PRESENCE OF:

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

SIGNED IN THE PRESENCE OF:

CAROL H. ADEAR

OMNIWORX, INC.
(CONTRACTOR)

BY:

RAYMUND JOSE ALFREDO
President & Chief Executive Officer

WHEREAS, in the bidding held on April 26, 2023 on the aforesaid undertaking, CONTRACTOR submitted the single bid and subsequently considered as the single calculated bid;

WHEREAS, CONTRACTOR was post-qualified and its bid was considered as the single 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
 - f. Schedule of Requirements (Bid Price Schedule)
 - g. Technical Specifications
 - h. Bidding Forms
2. Contractor's Bid including all accompanying data submitted on April 20, 2023;
3. Supplemental Bid Bulletin No. 2023-CMO-004 & 007
4. Bid Opening and Post-Qualification Report;
5. Notice of Award dated May 29, 2023;
6. Notice to Proceed
7. The Performance Security, to be filed by Contractor in accordance with this contract;
8. 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.

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OMNIWORX, INC.

(CONTRACTOR)

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

BY:

SIGNED IN THE PRESENCE OF:

CAROL N. ABEAR

Division Manager, Finance, MinGen

SIGNED IN THE PRESENCE OF:

EDDIE U. TABUELOG, CPA

Division Manager, Finance, MinGen

NATIONAL POWER CORPORATION

BY:

ATTY. EDGAR L. RAMIREZ

CI-C Vice President, Mindanao Generation

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 garden, landscape/plantscape maintenance and other allied services for Package WMD-J2 (Watershed Mindanao);

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 FOUR HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED THIRTY SIX PESOS & 33/100 (PHP453,836.33) for One Year (1) year and shall be valid for Two (2) Years for manpower services completely and satisfactorily rendered and 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.

**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.
2. 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 (shall not be later than 16th of June and 16th of December) 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

Contract between NPC and OMNIWORX, Inc.
Janitorial Services Package No. WMD-J2-for Watershed Mindanao
Contract No. SRVCS-WMD-2023-05-01
Sheet 4 of 12

OMNIWORX, INC.

(CONTRACTOR)

BY: _____

RAYMUNO JOSE ALFREDO

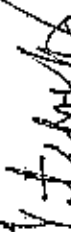
President & Chief Executive Officer

SIGNED IN THE PRESENCE OF:



CAROL H. ABEAR

SIGNED IN THE PRESENCE OF:



ATTY. EDDIE U. TABUELOG, CPA

Division Manager, Finance, MinGen

NATIONAL POWER CORPORATION

BY: _____

ATTY. EDGAR L. RAMIREZ

Ofc-Vice President, Mindanao Generation

provisions of the Revised Guidelines on the Implementation of 13th Month Pay Law (16 November 1984) shall apply.

OMNIWORX, INC.

(CONTRACTOR)

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

BY:

SIGNED IN THE PRESENCE OF:

CAROL H. ASGAR

SIGNED IN THE PRESENCE OF:

EDDIE U. TABUELOG, CPA

Division Manager, Finance, MinGen

NATIONAL POWER CORPORATION

BY:

EDGAR L. RAMIREZ

OIC-Vice-President, Mindanao Generation

- 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. WMD-J2-for Watershed Mindanao
Contract No. SRVCS-WMD-2023-05-01
Sheet 5 of 12

Handwritten initials or mark.

NATIONAL POWER CORPORATION

BY:

ATTY. EDGAR L. RAMIREZ

DIC-Vice President, Mindanao Generation

SIGNED IN THE PRESENCE OF:

ATTY. EDDIE U. TABUELOG, CPA

Division Manager, Finance, MinGen

SIGNED IN THE PRESENCE OF:

CAROL H. ABBAR

OMNIWORX, INC.

(CONTRACTOR)

RAYMUNDO JOSE ALFREDO

President & Chief Executive Officer

- 7.1 To be supplied Monthly
 - 1st working day of the month
- 7.2 To be supplied Quarterly
 - All supplies for the quarter 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.

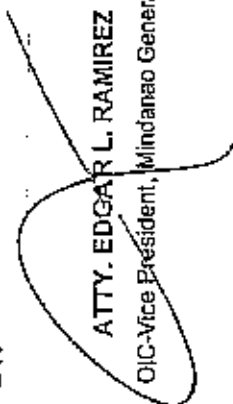
NPC shall have access to records of payment of salaries and/or auditorial right to go over payrolls and remittances of SSS, Pag-ibig and Philhealth premiums and/or BIR remittances.

- 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

NATIONAL POWER CORPORATION

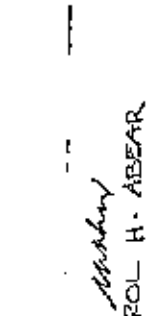
BY:


ATTY. EDGAR L. RAMIREZ
DIC-Vice President, Mindanao Generation

SIGNED IN THE PRESENCE OF:


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

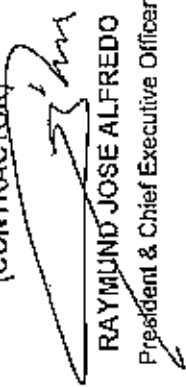
SIGNED IN THE PRESENCE OF:


CAROL H. ABEJAR

OMNIWORX, INC.

(CONTRACTOR)

BY:


RAYMUND JOSE ALFREDO
President & Chief Executive Officer

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.

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. 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, WMD-J2-for Watershed Mindanao
Contract No, SRVCS-WMD-2023-05-01
Sheet 8 of 12

OMNIWORX, INC.

(CONTRACTOR)

BY:

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

SIGNED IN THE PRESENCE OF:

CAROL H. ABGAR

SIGNED IN THE PRESENCE OF:

ATTY. EDDIE U. TABUELOG, CPA

Division Manager, Finance, MindGen

NATIONAL POWER CORPORATION

BY:

ATTY. EDGAR L. RAMIREZ

OIC-Vice President, Mindanao Generation

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 parties hereto have signed these presents on this _____ day of _____, 2023 in Iligan City.

NATIONAL POWER CORPORATION

By:

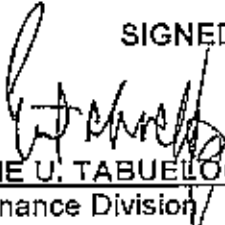

ATTY. EDGAR L. RAMIREZ
Officer in-Charge, Mindanao Generation

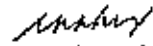
OMNIWORX, INC.

By:


RAYMUND JOSE ALFREDO
President & Chief Executive Officer

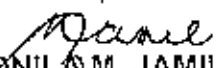
SIGNED IN THE PRESENCE OF:


ATTY. EDDIE U. TABUELOG
Manager, Finance Division
(NPC)


CAROL H. ABEAR
(CONTRACTOR)

FUNDS AVAILABLE:

CC # 4306007 / 2402990 ; GL # 536; Acct. # 068


DIONILA M. JAMIL

Section Chief, Acctg., Budget & Disb. Control
Finance Division, Mindanao Generation

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

ACKNOWLEDGEMENT

30 JUN 2023 BEFORE ME, a Notary Public for and in Iligan City, Philippines, this day of _____, 2023, personally ATTY. EDGAR L. RAMIREZ, OFFICER IN-CHARGE FOR NATIONAL POWER CORPORATION, MINDANAO GENERATION, with Identification Document in the form of Company ID No. APW1300613, issued on 10 January 2019, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) 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.

OMNIWORX, INC.

(CONTRACTOR)

BY:

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

SIGNED IN THE PRESENCE OF:

CAROL H. ABEAR

SIGNED IN THE PRESENCE OF:

ATTY. EDDIE U. TABUELOG, CPA

Division Manager, Finance, MindGen

NATIONAL POWER CORPORATION

BY:

ATTY. EDGAR L. RAMIREZ

Off. Vice President, Mindanao Generation

Doc. No. 150;
Page No. 36;
Book No. 1;
Series of 2023.

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No. _____

ATTY. ALEX E. MANABANGKIT
Roll No. 44881 / May 2, 2000
Notarial Commission No. 23-110
Valid until December 31, 2023
IBP Lifetime No. 019313 / Apr 1, 2011
PTR No. 8738504 / January 1, 2011
MCLE Compliance No. _____

Contract between NPC and OMNIWORX, Inc.
Janitorial Services Package No. WMD-J2-for Watershed Mindanao
Contract No. SRVCS-WMD-2023-05-01
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REPUBLIC OF THE PHILIPPINES)
ILIGAN CITY) S.S

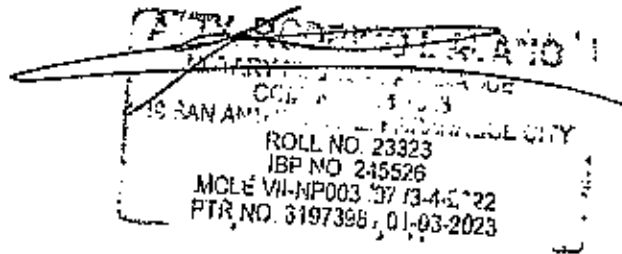
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this _____, 2023, personally RAYMUND JOSE ALFREDO, President & Chief Executive Officer, OMNIWORX, INC., with Identification Document in the form of ID No. P11992018 issued by _____ at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) 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, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 389
Page No.: 69
Book No.: 1
Series of 2023.



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

BY: _____
CAROL H. ABEAR

SIGNED IN THE PRESENCE OF:
EDDIE U. TABUELOG, CPA
Division Manager, Finance, MindGen

NATIONAL POWER CORPORATION
BY: _____
ATTY. EDGAR L. RAMIREZ
OIC-Vice President, Mindanao Generation

CONTRACT NO. SRVCS-WMD-2023-05-01

**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. WMD-J2 [WATERSHED MINDANAO]

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

CATEGORY	NO. OF JANITORS	RATE
Janitor	2	P9,842.08

For further breakdown of the monthly contract rate shall be:

	JANITOR
Rate per day	405.00
Labor Cost:	
Basic Salary [(daily rate x 313)/12 days]	10,563.75
COLA (P0.00)	-
13 th Month Pay	880.31
Legal Premium Holiday	405.00
Incentive Leave	168.75
Total Amount Due to Janitor	12,017.81
Employer's Contribution:	
SSS	1,045.00
PhilHealth	211.28
Pag-ibig	100.00
ECC	10.00
Total Amount Due to Govt.	1,366.28
Amount Due to Janitor & Govt.	P13,384.09

> Salaries are subject to change to Wage Order Adjustment

Particular	Amount
Manpower Recapitulation: 2 Janitors x P13,384.09	P26,768.18
For the monthly administrative expenses (mtrls/supplies/eqpt.) to be supplied by Contractor, the Corporation shall pay the Contractor (in accordance with Annex "B")	3,247.45
For Profit Margin & Contingencies (10 % of total manpower cost + total adm. exp.)	3,751.95
Value Added Tax (VAT) (12% of total manpower cost + adm. exp. + profit margin & contingencies)	4,052.11
GRAND TOTAL (1 year)	P453,836.33

NATIONAL POWER CORPORATION

By:

ATTY. EDGAR L. RAMIREZ
Officer In-Charge, Mindanao Generation

ATTY. EDDIE U. TABUELOG
Manager, Finance Division

OMNIWORX, INC.

By:

RAYMUND JOSE ALFREDO
President & Chief Executive Officer

SIGNED IN THE PRESENCE OF:

CAROL H. ABEAR
Witness

Certified Funds Available:

CC # 4306007 / 2402990; GL # 536; Acct. # 068

DIONILA M. JAMIL

Section Chief, Acctg, Budget & Disb. Control

JK

CONTRACT NO. SRVCS-WMD-2023-05-01

PACKAGE NO. WMD-J2 (WATERSHED MINDANAO)

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

	PARTICULAR	UNIT	UNIT COST	QTY	TOTAL COST
A.	<i>To be supplied monthly:(to be delivered on the 1st working day of the month)</i>				
1	Bowl urinal cleaner (Domex, 900 ml)	bottle	156.58	1	156.58
2	Deodorizer/disinfectant, Toilet bowl (Toilet Duck, dissolve in tank, 50g) 1 pack 4 pcs	pack	177.41	1	177.41
3	Spray, Insect, (Baygon 500 ml, net content) aerosol	can	266.77	1	266.77
4	Dishwashing Liquid, 550ml (Joy)	bottle	266.96	1	266.96
5	Soap, powder (Tide)	Kilo	141.96	1	141.96
6	Scrubbing Pad, (Scotch brite, regular size)	piece	33.71	2	67.42
7	Tissue, Bathroom (2ply Joy or tisyu brand)	roll	9.72	60	583.20
8	Cleaner, Glass (Mr. Muscle), with sprayer, 250ml	bottle	106.56	1	106.56
9	Cleanser, powder, Ajax, 500g net content	piece	150.89	2	301.78
10	Gloves cotton with dotted rubberized large	pair	16.07	1	16.07
11	Detergent, bar, Tide, 4 slices/bar	bar	20.90	2	41.80
12	Deodorizer, air, for toilets, (Albatros), 100g	piece	45.44	2	90.88
13	Soap, hand, liquid, with dispenser	bottle	267.86	2	535.72
Total of "A"		Sub-total (Monthly):			2,753.11
		Sub-total (Annually):			33,037.32
B.	<i>To be supplied Quarterly (every 3 mos.)</i>				
1	Mop, handle (HD, 5ft. Long, wooden handle)	piece	169.64	1	169.64
2	Broomstick (walis tingling)	piece	16.07	4	64.28
3	Broom, soft (lambo) standard size (3M scotch brite walis tibay)	piece	226.34	4	905.36
4	Brush, nylon, 6" head with plastic handle	piece	84.82	2	169.64
5	Dust Pan, Plastic, 1 ft. wide head w/ 2 ft. wooden handle	piece	58.04	1	58.04
6	Pail, Heavy duty, plastic, 10 liter capacity	meter	116.07	1	116.07
Total of "B" x 2		Sub-total (Quarterly):			1,483.03
		Total (Annually):			5,932.12
		Total Monthly:			494.34
MONTHLY GRAND TOTAL (Supplies/Materials & Equipment)				P	3,247.45

OMNIWORX, INC.

(CONTRACTOR)

RAYMUND JOSE ALFREDO

President & Chief Executive Officer

BY:

SIGNED IN THE PRESENCE OF:

CAROL H. ABEAR

Division Manager, Finance, MindGen

SIGNED IN THE PRESENCE OF:

ATTY. EDDIE UI TABUELOG-SPA

Division Manager, Mindanao Generation

NATIONAL POWER CORPORATION

BY:

ATTY. EDGAR L. RAMIREZ

Division Manager, Mindanao Generation

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