

CONTRACT NO. LOG MSSP 2020-11-067-NIY

CONTRACT FOR THE ONE (1) YEAR SUPPLY OF JANITORIAL SERVICES FOR POWER BARGE 106 AND MANSALAY SWITCHING STATION AND TWO (2) YEARS SUPPLY OF JANITORIAL, LAWN AND GARDEN MAINTENANCE AND ALLIED SERVICES FOR BATAAN NUCLEAR POWER PLANT (BNPP) COMPLEX AND NEW FACILITIES UNDER MQNL AREA

S1-B0620-001, S1-OMS20-007, S4-BPD20-003, & S1-MQN20-011

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 Office Building Complex, corner Quezon Avenue and BIR Road, Diliman, Quezon City, Philippines herein represented by its President & CEO, **PIO J. BENAVIDEZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- And -

OMNIWORX, INC., a Corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at 2nd Floor Omniworx Business Center 0060 Dr. A. Santos Avenue, San Isidro, Paranaque City, Metro Manila, Philippines herein represented by its President & CEO, **MR. RAYMUND J. ALFREDO**, who is duly authorized to represent it in this transaction hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, NPC issued Invitation to Apply for Eligibility and to Bid for the One (1) Year Supply of Janitorial Services for Power Barge 106 and Mansalay Switching Station and Two (2) Years Supply of Janitorial, Lawn and Garden Maintenance and Allied Services for Bataan Nuclear Power Plant (BNPP) Complex and New Facilities under MQNL Area;

WHEREAS, CONTRACTOR submitted eligibility and bid documents, and was declared eligible for the aforesaid undertaking;

WHEREAS, in the Public Bidding held on 05 October 2020 for said undertaking, **CONTRACTOR** submitted the lowest calculated and responsive bid;

WHEREAS, NPC has accepted the said bid of **CONTRACTOR**.

Contract between NPC and OMNIWORX, INC. - Janitorial Manpower Services for Various NPC Offices, Plants and Installations

Contract No. LOG MSSP 2020-11-067-NIY

OMNIWORX, INC.
(CONTRACTOR)

RAYMUND J. ALFREDO
President & CEO

BY:

SIGNED IN THE PRESENCE
OF:

SENANDO D. LUMBOY
EXECUTIVE VICE PRESIDENT

WITNESS

MANUEL LUIS B. PLOFINO
OIC-VP, Administration & Finance

NATIONAL POWER CORPORATION
(NPC)

PIO J. BENAVIDEZ
President & CEO

BY:


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OMNIWORX, INC.
(CONTRACTOR)


BY:


RAYMUND J. ALFREDO
President & CEO

SIGNED IN THE PRESENCE
OF:

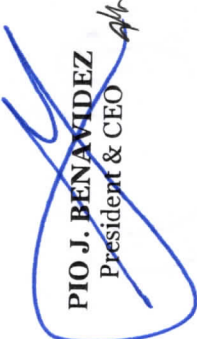

SENANDO D. LIMROY
EXECUTIVE VICE PRESIDENT

WITNESS


MANUEL LUIS B. PLOFINO
OIC-VP, Administration & Finance

NATIONAL POWER CORPORATION
(NPC)

BY:


PIO J. BENAVIDEZ
President & CEO

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:

ARTICLE I

DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made integral 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. CONTRACTOR's Bid including all accompanying data dated 05 October 2020;
3. Bid Opening and Post-Qualification Reports;
4. Supplemental/Bid Bulletin Nos. 1 & 2;
5. Notice of Award dated 05 November 2020.
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 provisions 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.

ARTICLE II

SCOPE OF WORK AND CONTRACT DURATION

Contract between NPC and OMNIWORX, INC. – Janitorial Manpower Services for Various NPC Offices, Plants and Installations
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CONTRACTOR shall, in accordance with the provisions of this Contract and Contract Documents, fully and faithfully furnish the required manpower services for the Various Offices, Plants and Installations, as follows;

OMNIWORX, INC.
(CONTRACTOR)

BY:

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President & CEO

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	NPC OFFICES/PLANTS/ INSTALLATIONS	P. R. No.	NO. of JANITORS INCL. SUPERVISORS/ SUPPLIES	TOTAL CONTRACT COST FOR ONE (1) YEAR	TOTAL CONTRACT COST FOR TWO (2) YEARS	ANNEX
One (1) Year Contract:						
1	POWER BARGE 106, Rombloc	S1-B0620-001	4 with 1 lot Supplies	-	-	A, A.1, A.2
2	MANSALAY SWITCHING STATION, Oriental Mindoro	S1-OMS20-007	1 with 1 lot Supplies	-	-	A, A.1, A.2
TOTAL				878,328.37	-	
Two (2) Years Contract:						
3	BATAAN NUCLEAR POWER PLANT COMPLEX,	S4-BPD20-003	44 with 1 lot Supplies			A, A.1, A.2
4	NEW FACILITIES UNDER MQNL AREA	S1-MQN20-011				
	a) MQNL SATELLITE OFFICE, Tuguegarao City		2 with 1 lot Supplies			A, A.1, A.2
	b) SBTANG DPP, Sbtang, Batanes – new site		1 with 1 lot Supplies			A, A.1, A.2
	c) CALAYAN DPP, Calayan, Cagayan – new site		1 with 1 lot Supplies			A, A.1, A.2
TOTAL				10,168,972.88	20,337,945.75	
Grand Total for the 1-year & 2-year contracts					21,216,274.12	

The items of works, 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 **one (1) year for items 1 & 2** and **two (2) years for items 3 & 4 only** 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 IV - GCC Clauses 23 to 27 of the Terms of Reference**, NPC may request a new Contractor to take over the Contract, which has been rescinded, pre-terminated, or extended, provided that the new Contractor must have an existing Contract with NPC for similar or related services, has the capacity to take-over the Contract and render the same service, and have the same price or lower unit prices as in the original Contract, less mobilization costs. The total cost of the

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President & CEO

take-over, including fees for the CONTRACTOR shall not exceed the amount of the on-going project.

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 estimated amount of **TWENTY ONE MILLION TWO HUNDRED SIXTEEN THOUSAND TWO HUNDRED SEVENTY FOUR PESOS & 12/100 (PHP 21,216,274.12)** for one (1) year for Power 106 & Mansalay Switching Station and for two (2) years for BNPP & New Facilities under MQNL Area 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 photocopies 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

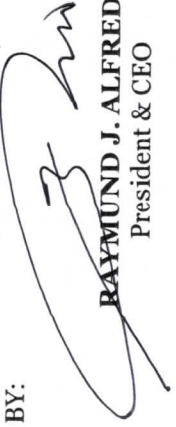
PERFORMANCE SECURITY

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 III - ITB 33 and Section IV - GCC 13 of the Terms of Reference 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 this Contract.
2. This performance 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.

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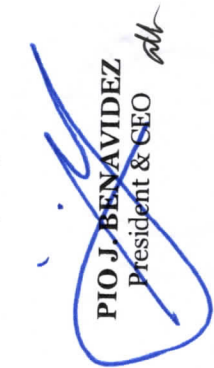
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ARTICLE V

LIQUIDATED DAMAGES

Subject to Section IV - GCC Clauses 19 and 22, if the 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 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 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 deliver the supplies 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 in accordance with this Contract.

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