

OMNIWORX, INC.  
(CONTRACTOR)

BY:

  
RAYMUND J. ALFREDO  
President & CEO

**CONTRACT NO. LOG MSSP 2021-05-039-NIY**

S2-VOD21-007 & S3-MOD21-001

**CONTRACT FOR THE TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES  
FOR VARIOUS OFFICES, PLANTS AND INSTALLATIONS IN SPUG -  
VISAYAS AND PILAS DPP IN SPUG MINDANAO**

**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 Vice President – Administration & Finance, **ALEXANDER P. JAPON**, 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 Two (2) Years Supply of Janitorial Services for Various Offices, Plants, and Installation in SPUG – Visayas and Pilas DPP in SPUG Mindanao;

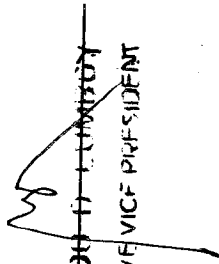
**WHEREAS**, CONTRACTOR submitted eligibility and bid documents, and was declared eligible for the aforesaid undertaking;

**WHEREAS**, in the Public Bidding held on 28 April 2021 for said undertaking, CONTRACTOR submitted the single calculated and responsive bid;

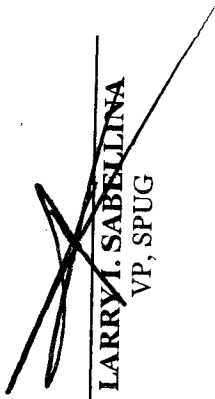
**WHEREAS**, NPC has accepted the said bid of CONTRACTOR.

**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:

SIGNED IN THE PRESENCE  
OF:

  
ALEXANDER P. JAPON  
EXECUTIVE VICE PRESIDENT

SIGNED IN THE PRESENCE  
OF:

  
LARRY I. SABELLINA  
VP, SPUG

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP, Administration & Finance

Contract between NPC and OMNIWORX, INC. – Janitorial Manpower Services for SPUG – Visayas & Pilas DPP in SPUG-Mindanao

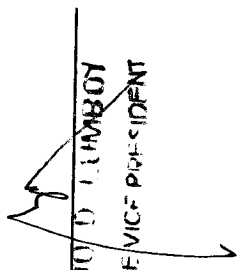
Contract No. LOG MSSP 2021-05-039-NIY

OMNIWORX, INC.  
(CONTRACTOR)

BY:

  
RAYMUND J. ALFREDO  
President & CEO

SIGNED IN THE PRESENCE  
OF:

  
ESTEBAN D. LUMBOY  
EXECUTIVE VICE PRESIDENT

SIGNED IN THE PRESENCE  
OF:

  
LARRY SABESINA  
VP, SPUG

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP, Administration & Finance

## 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 submitted on 28 April 2021;
3. Bid Opening and Post-Qualification Reports;
4. Notice of Award dated 26 May 2021.
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 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

CONTRACTOR shall, in accordance with the provisions of this Contract and Contract Documents, fully and faithfully furnish the required manpower services for various Plants, Offices, and Installations in SPUG Visayas and Pilas DPP in SPUG-Mindanao (see Annex 1 & 2);

	NPC OFFICES/PLANTS/ INSTALLATIONS	P. R. No.	No. of Janitors	TOTAL CONTRACT COST FOR TWO (2) YEARS
1	OM SPUG Visayas Operations Department	S2-VOD21-007	7	2,619,085.46
			1 lot Supplies	121,923.56
	SubTotal			2,741,009.02
	Eastern Visayas	S2-VOD21-007		

Contract between NPC and OMNIWORX, INC. – Janitorial Manpower Services, SPUG-Visayas & Pilas DPP in SPUG-Mindanao

Contract No. LOG MSSP 2021-08-039-NJV

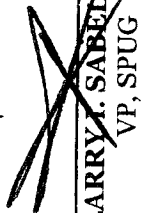
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NATIONAL POWER CORPORATION  
(NPC)

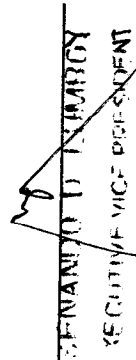
BY:

  
ALEXANDER P. JAPON  
VP, Administration & Finance

SIGNED IN THE PRESENCE  
OF:


  
LARRY C. SABELLINA  
VP, SPUG

SIGNED IN THE PRESENCE  
OF:

  
BENANCIO D. NAMIT  
EXECUTIVE VICE PRESIDENT

OMNIWORX, INC.  
(CONTRACTOR)

BY:

  
RAYMUND J. ALFREDO  
President & CEO

2	Almagro DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
3	Biri DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
4	Capul DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
5	Limasawa DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
6	Maripipi DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
7	San Antonio DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
8	San Vicente DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
9	Sto. Nino DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
10	Tagapul-an DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
11	Zumarraga DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
12	Almagro Mini Grid		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
13	Catbalogan DPP		1	306,597.24
	SubTotal		1 lot Supplies	24,264.84
				330,862.08
	Western Visayas	S2-VOD21-007		
14	Power Barge 113		1	335,579.60
	SubTotal		1 lot Supplies	32,908.43
				368,488.02
15	Power Barge 116		1	335,579.60
	SubTotal		1 lot Supplies	32,908.43
				368,488.02
16	Bohol 1 Mini Grid		1	332,583.35
	SubTotal		1 lot Supplies	24,493.75
				357,077.10
17	Bohol 2 Mini Grid		1	332,583.35
	SubTotal		1 lot Supplies	24,493.75
				357,077.10
18	Panay Mini Grid		1	363,166.77
	SubTotal		1 lot Supplies	29,512.24
				392,679.01
19	Pilar DPP		1	335,579.60
	SubTotal		1 lot Supplies	32,908.43
				368,488.02
20	Camotes DPP		2	695,129.16
	SubTotal		1 lot Supplies	72,496.86
				767,626.03
21	Guintarean DPP		1	338,575.84
	SubTotal		1 lot Supplies	24,518.68
				363,094.52
22	Caluya DPP		1	363,166.77
	SubTotal		1 lot Supplies	29,512.24
				392,679.01
23	Gigantes DPP		1	363,166.77

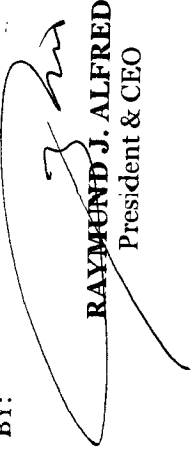
Contract between NPC and OMNIWORX, INC. - Janitorial Manpower Services, SPUG-Visayas & Pilas  
DPP in SPUG-Minadanao

Contract No. LOG MSSP 2021-05-039-NIV

AFG-LOG-007.F01

OMNIWORX, INC.  
(CONTRACTOR)

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**RAYMUND J. ALFREDO**  
President & CEO

	SubTotal		1 lot Supplies	29,512.24
				392,679.01
	SPUG MOD	S3-MOD21-001		
24	Pilas DPP		1	284,659.20
			1 lot Supplies	71,491.88
	SubTotal			356,151.08
<b>GRAND TOTAL</b>			<b>31</b>	<b>11,195,880.86</b>

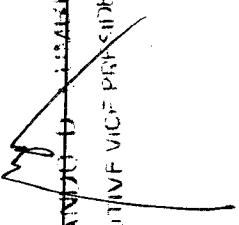
<b>1<sup>st</sup> YEAR PERIOD AMOUNT</b>	<b>PHP 5,597,940.43</b>
<b>2<sup>nd</sup> YEAR PERIOD AMOUNT</b>	<b>PHP 5,597,940.43</b>

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 **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 **GCC Section 22 to 26**, 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 take-over, including fees for the CONTRACTOR shall not exceed the amount of the on-going project.

SIGNED IN THE PRESENCE  
OF:

  
~~STEVEN D. USAKID~~  
~~EXECUTIVE VICE PRESIDENT~~

SIGNED IN THE PRESENCE  
OF:

  
~~LARRY T. SABELLINA~~  
~~VP, SPUG~~

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**ALEXANDER P. JAPON**  
VP, Administration & Finance

**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 **FIVE MILLION FIVE HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED FORTY PESOS & 43/100 (PHP 5,597,940.43)** per year, VAT inclusive, or **ELEVEN MILLION ONE HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED EIGHTY PESOS & 86/100 (PHP 11,195,880.86)** for two (2) years 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 photostat 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.


NATIONAL POWER CORPORATION  
(NPC)  
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ALEXANDER P. JAPON  
VP, Administration & Finance


SIGNED IN THE PRESENCE  
OF:

  
LARRY J. SABELLINA  
VP, SPUG

SIGNED IN THE PRESENCE  
OF:

  
BENIGNO U. LIMBOY  
~~SENIOR VICE PRESIDENT~~

OMNIWORX, INC.  
(CONTRACTOR)  
BY:

  
RAYMUND J. ALFREDO  
President & CEO

#### 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 ITB 33 and GCC 13 of the Terms of Reference for a term or effective period co-terminus with the duration of this Contract, to guarantee the faithful and satisfactory fulfillment of all the CONTRACTOR'S obligations under 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

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 13<sup>th</sup> month pay, Service Incentive Leave, Tax Refund (if any), SSS, Philhealth, Pag-ibig and other statutory obligations.

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Contract between NPC and OMNIWORX, INC. - Janitorial Manpower Services, SPUG-Visayas & Pilas  
DPP in SPUG-Minadanao

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