

OMNIWORX, INC.
(CONTRACTOR)

BY:

RAYMUND J. ALFREDO
President & CEO

CONTRACT NO. LOG MSSP 2022-09-083-NIY

CONTRACT FOR THE TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES FOR VARIOUS NPC OFFICES, PLANTS AND INSTALLATIONS IN NORTH AND SOUTH LUZON AREAS

P.R. NOS. S1-MRO22-009, HO-GRF22-002, HO-TFM22-087, HO-CWA22-005,
HO-MWA22-007, HO-TWT22-001, HO-BBW22-012, HO-PWA22-003, HO-LAR22-
009, HO-MAG22-001, HO-UAR22-007 & HO-FFW22-015

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 Officer-In-Charge, **ATTY. MELCHOR P.
RIDULME**, 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, Brgy. San Isidro,
Paranaque City, Philippines herein represented by its President & CEO,
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 &
Installation in North and South Luzon Areas;

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

WHEREAS, in the Public Bidding held on 11 August 2022, for said
undertaking, **CONTRACTOR** submitted the single calculated & responsive bid
(**SCRB**);

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:

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Manpower Services for
Various Offices, Plants & Installation in North & South Luzon Areas

Contract No. LOG MSSP 2022-09-083-NIY

Page 1 of 9

AFG-LOG-007.F01

SIGNED IN THE PRESENCE
OF:

SENANDO D. LIMBOY
EXECUTIVE VICE PRESIDENT

SIGNED IN THE PRESENCE
OF:

ALEXANDER P. JAPON
VP, Administration & Finance

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. MELCHOR P. RIDULME
Officer-In-Charge

NATIONAL POWER CORPORATION

(NPC)

BY:

ATTY. MELCHOR P. RIDULME

Officer-In-Charge

SIGNED IN THE PRESENCE

OF:

ALEXANDER P. JAPON

VP, Administration & Finance

SIGNED IN THE PRESENCE

OF:

SENANDO D. LUMBOY

EXECUTIVE VICE PRESIDENT

OMNIWORX, INC.

(CONTRACTOR)

BY:

RAYMUND J. ALFREDO

President & CEO

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 11 August 2022;
3. Bid Opening Report dated 12 August 2022, and Post-Qualification Report dated 23 August 2022;
4. Supplemental/Bid Bulletin No. 1 dated 03 August 2022;
5. Notice of Award dated 09 September 2022;
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/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II

SCOPE OF WORK AND CONTRACT DURATION

CONTRACTOR shall, in accordance with the provisions of this Contract and Contract Documents, fully and faithfully furnish the required manpower services for the Two (2) Years Supply of Janitorial Services for Various Offices, Plants & Installation in North and South Luzon Areas as contained in Annex "A" showing the summarized Bid Price Schedule and Annex "B" showing the detailed Cost Estimates of materials, supplies and equipments.

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

NATIONAL POWER CORPORATION
(NPC)
BY:

ATTY. MELCHOR P. RIDULME
Officer-In-Charge

SIGNED IN THE PRESENCE
OF:

ALEXANDER P. JAPON
VP, Administration & Finance

SIGNED IN THE PRESENCE
OF:

SENANDO D. LUMBOY
EXECUTIVE VICE PRESIDENT

OMNIWORX, INC.
(CONTRACTOR)
BY:

RAYMUND J. ALFREDO
President & CEO

This Contract shall be effective on the date stipulated in the "Notice to Proceed" and shall continue for two (2) years from said date, unless sooner terminated by either party upon thirty (30) days prior written notice for just and valid reason/s.

If the Contract is pre-terminated due to circumstances specified in Section VI - TS Clause A.12 of the bid documents, NPC may request a new contractor to take-over the Contract, which has been rescinded or terminated, provided that the new contractor must have an existing contract with NPC for similar or related service, has the capacity to take-over the Contract and render the service, and have the same price or lower unit prices as in the original contract less mobilization costs. The total cost of the contract to be taken-over, including the fees for the CONTRACTOR, shall not exceed the remaining amount of the contract to be taken-over.

Before expiration, NPC may extend the Contract if required by the exigencies of the service. Extensions shall be on a month - to - month basis provided that the total aggregate period shall not exceed one (1) year, thru a Conforme Letter to be issued by the NPC President, or his/ her duly authorized representative upon recommendation of the Bids and Awards Committee which must be signed by the CONTRACTOR. Relevant Laws and GPPB guidelines shall apply to the extension of the Contract.

ARTICLE III

PAYMENTS

For and in consideration of the WORK to be undertaken by the CONTRACTOR as specified in the preceding Article hereof, NPC shall pay the CONTRACTOR in Philippine Currency the total amount of and not exceeding ELEVEN MILLION NINE HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED SEVENTY FIVE PESOS & 85/100 (PHP 11,957,175.85) per year, VAT inclusive, or TWENTY THREE MILLION NINE HUNDRED FOURTEEN THOUSAND THREE HUNDRED FIFTY ONE PESOS & 70/100 (PHP 23,914,351.70), 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 photo copies of the actually signed payrolls and/ or pay slips showing the gross amount earned, deductions, employer's contribution and the net amounts paid to the janitors including the receipts of the delivered materials. Such shall be attached to the billings of CONTRACTOR.

ARTICLE IV

PERFORMANCE SECURITY

1. The CONTRACTOR shall file a performance security in the form of cash, manager's/cashier's check, letter of credit or surety bond acceptable to NPC in the amount and form stipulated in Section IV- GCC Clause No. 3 of the bid documents for a term or effective period co-terminus with the

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Services for Various Offices, Plants & Installations in North & South Luzon Areas
Contract No. LOG MSSP 2022-09-083-N1Y

AFG-LOG-007.F01

Page 3 of 9

NATIONAL POWER CORPORATION
(NPC)
BY:

ATTY. MELCHOR P. RIDULME
Officer-In-Charge

SIGNED IN THE PRESENCE
OF:

ALEXANDER P. JAPON
VP, Administration & Finance

SIGNED IN THE PRESENCE
OF:

SENARDO D. LIMBOY
EXECUTIVE VICE PRESIDENT

OMNIWORX, INC.
(CONTRACTOR)
BY:

RAYMUND J. ALFREDO
President & CEO

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 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

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 supply within the period as provided hereto, NPC shall provide/procure the same and charge the cost thereof including freight, rental and incidental expenses if any against the CONTRACTOR. The CONTRACTOR hereby agrees that the amount shall be deducted from the monthly billings of the CONTRACTOR without

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Services for Various Offices, Plants & Installations in North & South Luzon Areas
Contract No. LOG MSSP 2022-09-083-NIY

AFG-LOG-007.F01

Page 4 of 9

NATIONAL POWER CORPORATION
(NPC)
BY:

ATTY. MELCHOR P. RIDULME
Officer-In-Charge

SIGNED IN THE PRESENCE
OF:

ALEXANDER P. JAPON
VP, Administration & Finance

SIGNED IN THE PRESENCE
OF:

SENANDO P. LIMSOY
EXECUTIVE VICE PRESIDENT

OMNIWORX, INC.
(CONTRACTOR)
BY:

RAYMUND J. ALFREDO
President & CEO

prejudice to the imposition of liquidated damages in accordance with this Contract.

6. CONTRACTOR shall not sub-contract any or all of the WORK herein, except those specialty or accredited products and services, but the same shall be subject to NPC's approval.
7. CONTRACTOR shall be liable for any violation of any of the provisions and/or terms of the "Contract Documents", NPC Rules, Regulations, Policies & Guidelines and other applicable statutory laws, shall be subjected to appropriate legal sanction as may be warranted under the circumstances, including but not limited to Contract termination. Submission of spurious documents, misrepresentation shall likewise be a ground to Contract termination.
8. If there is inconsistency with the Corporate/Agency policy, the provision in the Contract shall prevail. Further, if the provisions in the Contract are inconsistent with the latest Statute Law, the latter shall prevail.
9. If ownership, or possession, or operation of the power plant/project site is transferred to another entity as a result of privatization, NPC may avail, at its option, of any of the following rights:
 - 9.1 Transfer or assign the rights under the Contract to the new owner/operator subject to written consent of the CONTRACTOR and the new owner/operator of the plant.
 - 9.2 Pre-terminate the Contract
 - 9.3 Direct the CONTRACTOR to comply/perform its contractual obligation in an alternative project site.
 - 9.4 Under 9.1, the Contract shall cease to have force and effect if the consent of the CONTRACTOR and the new owner/operator of the plant cannot be secured.
 - 9.5 NPC's exercise of any of the foregoing rights shall be without prejudice to payment of claims incurred prior to the transfer of contractual obligation or termination of the Contract.
10. NPC has the right to reduce, augment, or terminate services under the Contract or portion thereof i.e particular installation/station, if fund / budget allocation for this Contract was not provided, limited, or disapproved.

ARTICLE VII

WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of NPC and to the relatives within the third degree of consanguinity or 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

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Services for Various Offices, Plants & Installations in North & South Luzon Areas
Contract No. LOG MSSP 2022-09-083-NIY

AFG-LOG-007.F01

Page 5 of 9

2-400

7 1 2 3P

OMNIWORX, INC.
(CONTRACTOR)

BY:

RAYMUND J. ALFREDO
President & CEO

SIGNED IN THE PRESENCE
OF:

SENANDO D. LIMBOY
EXECUTIVE VICE PRESIDENT

SIGNED IN THE PRESENCE
OF:

ALEXANDER P. JAPON
VP, Administration & Finance

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. MELCHOR P. RIDULME
Officer-In-Charge

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

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 Quezon City, Philippines only.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2022 in _____, Philippines.

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Services for Various Offices, Plants & Installations in North & South Luzon Areas
Contract No. LOG MSSP 2022-09-083-NFY

AFG-LOG-007.F01

Page 6 of 9

NATIONAL POWER CORPORATION

By:

ATTY. MELCHOR P. RIDULME
Officer-In-Charge

OMNIWORX, INC.

By:

RAYMUND J. ALFREDO
President & CEO

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON
Vice President - Admin and Finance

SENANDO D. LUMBOY
EXECUTIVE VICE PRESIDENT

Funds Availability:

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

CDI# FPD-23-09-5695
P 11,957,175.85
CDI# FPD-24-09-5098
P 8,967,881.89

CERTIFIED FUNDS AVAILABLE

PERIOD: 2022
ISS ORDER: No 068
ISS CENTER: Lumbay CU
P 2,989,293.96

CC	FUND	2022	2023	2024
2602010	NON-OMIA	961,778.10	3,847,112.40	2,885,334.30
4306009	NON-OMIA	132,934.53	531,738.12	398,803.59
4306024	NON-OMIA	290,480.91	1,161,923.64	871,442.73
4306026	NON-OMIA	424,934.40	1,699,737.60	1,274,803.20
4306029	NON-OMIA	237,648.27	950,593.08	712,944.81
4306030	NON-OMIA	138,388.86	553,555.44	415,166.58
4306031	NON-OMIA	225,732.33	902,929.32	677,196.99
4306032	NON-OMIA	61,988.01	247,952.04	185,964.03
4306033	NON-OMIA	148,995.60	595,982.40	446,986.80
5121001	OMIA	65,248.77	260,995.08	195,746.31
5353002	OMIA	225,133.02	900,532.08	675,399.06
5382009	NON-OMIA	76,031.18	304,124.65	228,093.49
SUB-TOTAL		2,989,293.96	11,957,175.85	8,967,881.89
GRAND TOTAL				23,914,351.70

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Services for Various Offices, Plants & Installations in North & South Luzon Areas
Contract No. LOG MSSP 2022-09-083-N1Y

Page 7 of 9

AFG-LOG-007.F01

no apply

Handwritten notes and signatures at the bottom right corner.

MOTHER CONTRACT!

REPUBLIC OF THE PHILIPPINES
QUEZON CITY)
S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 03 Oct 2022 day of October, 2022, personally appeared **ATTY. MELCHOR P. RIDULME**, acting in his capacity as Officer-In-Charge of **NATIONAL POWER CORPORATION**, with NPC Identification No. _____ known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, 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.

Doc. No. 97 :
Page No. 21 :
Book No. 5 :
Series of 2022.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548, 02/08/2022, R511
TR No. 2614399, 02/08/2022, Quezon City
J.E. No. VI-0025196, 04/08/19, Manila
4th Floor NPC Office Building
Quezon Ave. cor. B.M. Road
Quezon City

Contract between NPC and OMNIWORX, INC. - Two (2) Years Janitorial Services for Various Offices,
Plants & Installations in North & South Luzon Areas

Contract No. LOG MSSP 2022-09-083-NIY

Page 8 of 9

AFG-LOG-007.F01

QUERZOLI CITY
S.S.



~~ATTY. ROBERTO BLANCO~~
NOTARY PUBLIC
COM. NO. [illegible]
138 SAN ANTO [illegible] SAN JOSE CITY
[illegible] 2020
[illegible] 07-23-2018
[illegible] 01-03-2022

Doc. No. 2087
Page No. 418
Book No. 1x
Series of 2022.

المعنى

8 4 3P