

Contract Agreement

THIS AGREEMENT made this MAR 23 2018 day of PARAÑAQUE between **HOME GUARANTY CORPORATION**, represented herein by its Officer-In-Charge, **MS. CORAZON G. CORPUZ** of Makati City, Philippines (hereinafter called "the Entity") of the one part and **OMNIWORX, INC.** represented herein by its President and CEO, **MR. RAYMUND JOSE ALFREDO** of Parañaque City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Janitorial Services for CY 2018-2020 and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Three Million Five Hundred Eighty-One Thousand Seven Hundred Thirty-One Pesos and 20/100 (Php 3,581,731.20) for the first year. (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation (Annex "A");
 - (b) the Schedule of Requirements (Annex "B");
 - (c) the Technical Specifications (Annex "C");
 - (d) the General Conditions of Contract (Annex "D");
 - (e) the Special Conditions of Contract (Annex "E");
 - (f) the Performance Security (Annex "F"); and
 - (g) the Entity's Notice of Award (Annex "G").
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

HOME GUARANTY CORPORATION

By:


CORAZON G. CORPUZ
Officer-In-Charge

OMNIWORX, INC.

By:


RAYMUND JOSE ALFREDO
President and CEO

WITNESS:

JIMMY B. SARONA
Home Guaranty Corporation

[Signature]

REPUBLIC OF THE PHILIPPINES)
~~CITY OF MAKATI~~)S.S.

SUBSCRIBED AND SWORN to before me on the MAR 23 2018 day of 2018 ~~Makati City~~, Philippines. Affiant are personally known to me or were identified by me through competent evidence of identity as defined in the 2004 Rules of Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me:

	Competent ID	Date/Place of Issue
CORAZON G. CORPUZ	HGC ID No. 069	Makati City
RAYMUND JOSE. ALFREDO		

Witness my hand and seal this 23 day of MARCH, 2018.

[Signature]
NOTARY PUBLIC
[Notary Seal]

Doc. No. 2104
Page No. 421
Book No. XV
Series of 2018

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Annex "A"

Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation

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Annex “B”

Schedule of Requirements

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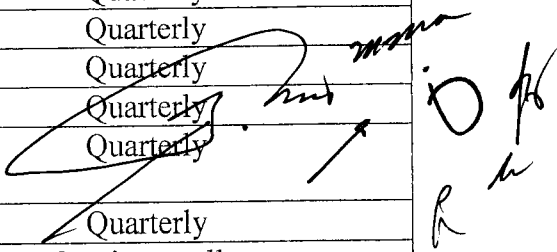
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Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Complement	Unit	Qty.	Frequency
Janitors	number	16	8 hours daily from Monday to Saturday

Supplies	Unit	Qty.	Frequency
Complete Wax E. C. Johnson	gallons	5	Monthly
Muriatic Acid	gallons	2	Monthly
Zonrox	gallons	4	Monthly
Kleensol	gallons	4	Monthly
Over and Under Sealer E. C. Johnson	gallons	5	Monthly
Wax Stripper (Step-Off) E. C. Johnson	gallons	4	Monthly
Deodorant Cake	pieces	100	Monthly
Planell Cloth (Franela)	yards	20	Monthly
Steel Wool	packs	6	Monthly
Powder Soap	kilos	20	Monthly
Garbage Bag XXI	pieces	400	Monthly
Teranova	gallon	1	Monthly
Scotch Brite	pieces	20	Quarterly
Gloves – Working Knitted cotton	pieces	10	Quarterly
Stripping Pad	pieces	4	Quarterly
Polishing Pad	pieces	6	Quarterly
Mop Head Cotton Threads	pieces	25	Quarterly
Mop Handle	pieces	15	Quarterly
Soft Broom	pieces	8	Quarterly
Stick Broom	pieces	8	Quarterly
Toilet Bowl Brush	pieces	8	Quarterly
Marble Crystalizer	gallons	1	Quarterly
Pails	pieces	4	Quarterly
Gum Scraper	pieces	12	Quarterly
Push Brush	pieces	4	Quarterly
Toilet Bowl Cleaner	gallons	2	Quarterly
Forward Disinfectant Cleaner E. C. Johnson	gallons	2	Quarterly
Liquid Clog Remover	gallon	1	Quarterly
Spray Gun	pieces	10	Semi-annually
Glass Squeeze	pieces	10	Semi-annually



Equipment	Unit	Qty.	Delivery Date
Floor Polisher	units	5	Start of the Contract
Vacuum Cleaner	unit	1	Start of the Contract
Motorized Water Hose	unit	1	Start of the Contract
Mop Squeezer	units	4	Start of the Contract
Janitorial Cart	units	3	Start of the Contract
Push Cart	units	3	Start of the Contract
Aluminum Ladder (big)	unit	1	Start of the Contract
Warning Sign	units	4	Start of the Contract

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B. Smith
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Annex “C”

Technical Specifications

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Technical Specifications

TERMS OF REFERENCE

JANITORIAL SERVICES (2017 TO 2020)

The contract shall provide for janitorial services at the HGC office located at Jade Building, 335 Senator Gil Puyat Avenue, Makati City for a period of three (3) years from December 16, 2017 to December 15, 2020 subject to annual assessment or evaluation of performance of the winning provider.

I. Manpower Complement

1. The Contractor shall provide sixteen (16) janitors to render 8 hours daily duty from Monday through Saturday.
2. The janitors that will be provided by the Contractor shall have the following qualifications:
 - a. At least High School Graduate;
 - b. At least eighteen (18) years old;
 - c. Mentally and physically fit;
 - d. Must have relevant training for the past two (2) years;
 - e. Honest/Reliable; and
 - f. With good moral character
3. Before the actual assignment of janitor, the Contractor shall submit the following documents for evaluation of the Client:
 - a. NBI Clearance;
 - b. Medical/Health Certificate;
 - c. Data on Work Experience;
 - d. Personal Data Sheet; and
 - e. Drug test with proof of certificate

II. Scope of Obligations/Responsibilities:

1. Supply the necessary labor, cleaning equipment, materials and uniform to the janitors for the daily upkeep and maintenance of the client's office.
2. Perform the following janitorial services, among others:

A. Daily Maintenance

- a. Report to each respective assigned area, sweep the floor and pick-up with the dust pan all items scattered around.

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- conditioning grills and casing, and other office equipment. Finish cleaning with a clean and dry cloth or rag.
- e. Empty all ashtrays, waste baskets. Clean same with liquid detergent. Rinse off with water and let dry. Return ashtrays and wastebaskets to their respective places.
 - f. Thorough wiping with damp cloth window sills, window panes/glass, mirrors, roman shades, aluminum/stainless steel frames and doors.
 - g. Remove stain marks or dirt on walls, doors and building posts with chemical removers or with cloth soaked in liquid detergent or cleanser. Finish cleaning with damp cloth or rag.
 - h. Wash with water the whole area of the comfort room, then sweep water and drain. Drain or remove water inside toilet bowl before pouring cleanser or toilet cleanser. Let it stay for a while sprinkling cleanser on walls and floor tiles, water closet tank, lavatory or sink and toilet bowl. Scrub inside of toilet bowl with brush or sponge with handle, then flush. Scrub with brush or sponge the whole area of the comfort room. Rinse off with water and drain excess water. Finish cleaning floor tiles with dry and clean mop/cloth.
 - i. Clean mirror with damp newspaper or cloth and finish cleaning with dry cloth. Spray comfort room with freshener.
 - j. Cleaning of stairs, elevators and fire exits.
 - k. Stay in respective post for messengerial/errand work.
 - l. Attend to the needs of the weekly meeting as required.

B. Weekly Maintenance – General Cleaning of all areas

- a. Scrub and strip off sticking dirt, gums and other similar substances, particularly those inner areas and corners. Wash clean with soap and water and dry.
- b. High cleaning by sweeping cobwebs off the ceiling and wiping of light fixtures/diffusers and upper walls.
- c. Remove dirt and wash clean with soap and water all window grills and panes, stairways, balcony and walls.
- d. Thorough cleaning of all comfort rooms particularly the toilet bowls, lavatories and men's urinals. Apply disinfectant and deodorize all areas.
- e. Thorough cleaning of office furniture and fixtures and other office equipment.
- f. Apply floor wax on floors and polish shine.

C. Miscellaneous Services – To be performed whenever required

- a. Messengerial and related errand work within the office premises.
- b. Hauling/moving of office furniture, equipment and carrying heavy load boxes.
- c. Serving snacks/refreshments during meetings and conferences.
- d. Make available at all times relievers and/or replacements, to insure continuous and uninterrupted services in case of absences, and should exercise the necessary supervision over the work of its personnel.

IV. Technical Parameters
Based on GPPB Circular No. 24-2007

Item No.	Description	Bidder's Compliance
1	Stability of the Company	
	<p>a) Years of Experience Has been in the business for five (5) years based on the SEC/DTI registration</p> <p>Submit Certification under oath that the bidder has provided janitorial services to government institution</p> <p>Bidder shall submit certification under oath of list of contracts completed for the past five (5) years</p>	
	<p>b) Liquidity of the Provider The liquidity ratio of not less than 1:1 based on 2016 Audited Financial Statements submitted</p> <p>Computation: Current Assets over Current Liabilities</p>	
	<p>c) Organizational Set-up Bidder shall submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders</p>	
2	Resources	
	<p>a) Number of Janitors/Supervisors Bidder shall submit certification under oath of its janitorial service complement of personnel (staff and supervisor) deployed to clients for CY 2016</p>	
	<p>b) Number and Kind of cleaning Equipment</p> <ul style="list-style-type: none"> Submit an undertaking on the ownership of the equipment Submit an undertaking on the adequacy of supply for one (1) month 	
3	<p>Housekeeping Plan Bidder shall submit proposed janitorial plan for HGC.</p>	
4	Other Factors	
	<p>a) Recruitment & Selection Criteria Bidder shall submit company policy on recruitment/selection of janitors/supervisors</p>	
	<p>b) Benefits entitled to janitors/supervisors Bidder shall submit certification under oath of the additional benefits given to janitors/supervisors to be deployed in the HGC</p>	
	<p>c) DOLE, NCR Certificate of Registration</p>	
	<p>d) Certification of DOLE, Bureau of Working Conditions, Manila, that the bidder has no pending labor case</p>	
	<p>e) Accessibility Submit sketch/map of office going to the HGC</p>	

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Annex “D”

General Conditions of Contract

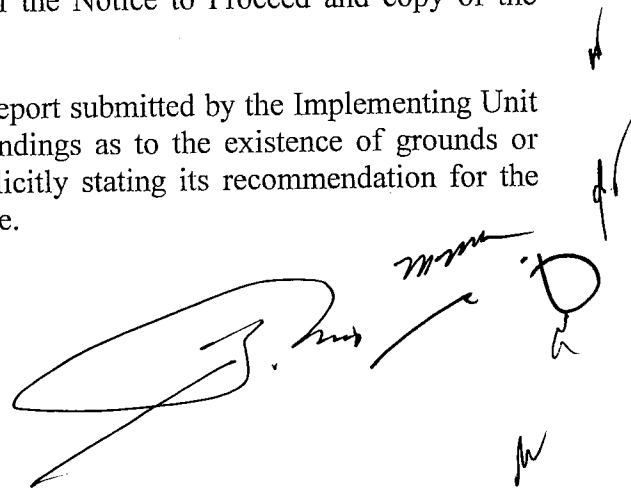
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General Conditions of the Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e. "GCC" means the General Conditions of Contract contained in this Section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- h. "The Procuring Entity's country" is the Philippines.
- i. "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- j. The "Funding Source" means the organization named in the SCC.
- k. "The Project Site," where applicable, means the place or places named in the SCC.
- l. "Day" means calendar day.
- m. The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- n. "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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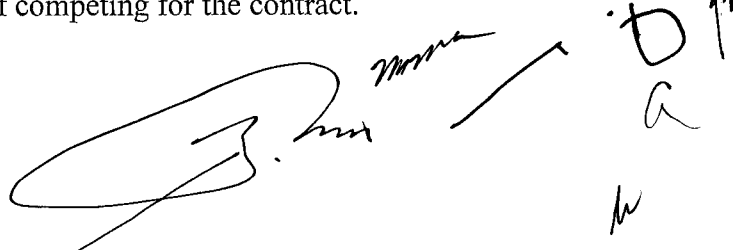
2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

a. defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

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- 2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1 The Goods and Related Services to be provided shall be as specified in Schedule Requirements.
- 6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any

subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

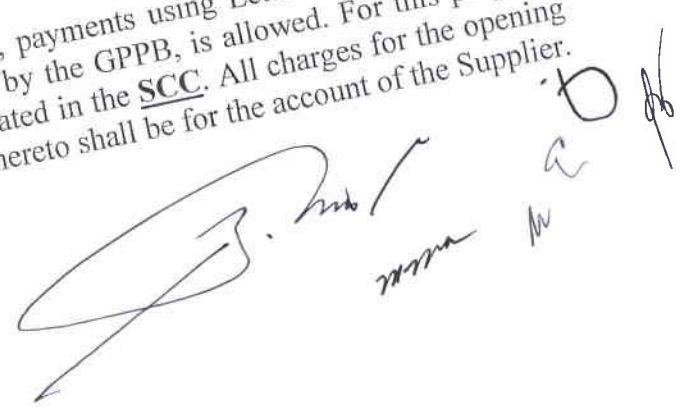
10.1 Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3 Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

10.4 Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5 Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.



11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- a. On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - b. On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - c. On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

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13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- a. There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- b. The Supplier has no pending claims for labor and materials filed against it; and
- c. Other terms specified in the SCC.

13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

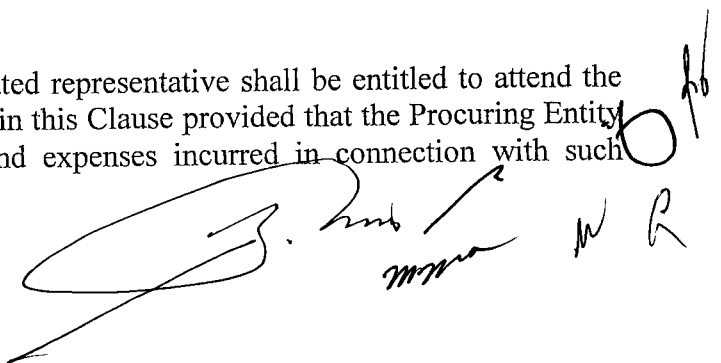
The Goods provided under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and the Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such

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attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

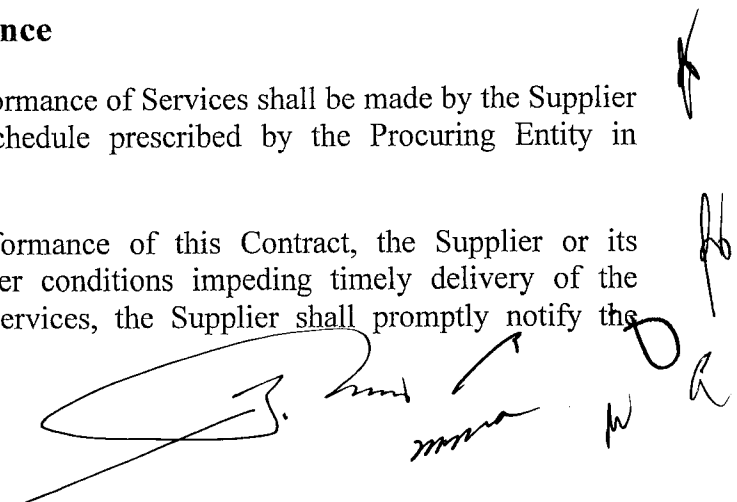
17.4 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the

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Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

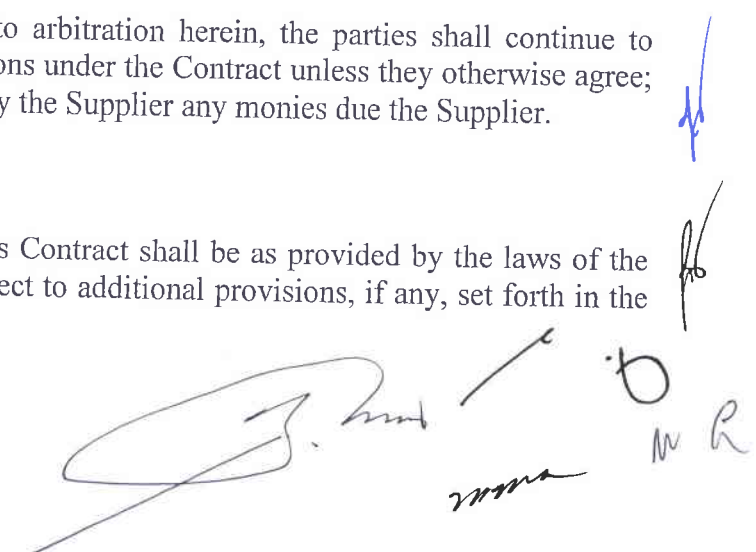
19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier 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, the Procuring Entity 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. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 

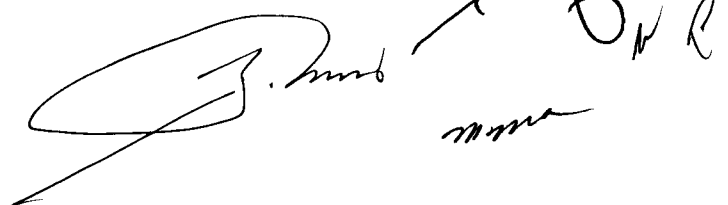
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- a. Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - b. As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
 - c. The Supplier fails to perform any other obligation under the Contract.
- 23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may

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terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- a. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

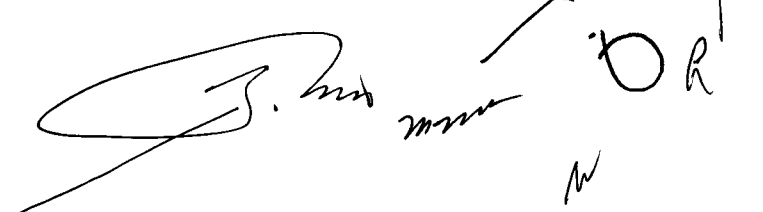
- a. Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1 (a)
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

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27. Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for termination of this Contract:

- a. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- b. Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- c. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- d. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- e. The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- f. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- g. The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- h. The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not

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resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

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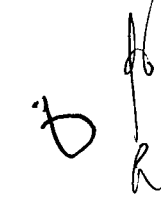
Annex “E”

Special Conditions of Contract

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Special Conditions of Contract

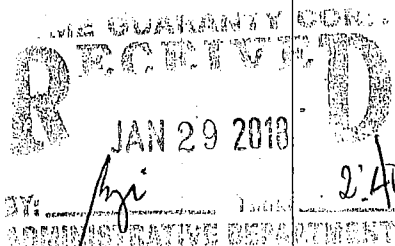
GCC Clause	
1.1 (g)	The Procuring Entity is HOME GUARANTY CORPORATION.
1.1 (i)	The Supplier is OMNIWORX, INC.
1.1 (j)	The Funding Source is the Government of the Philippines (GOP) through CORPORATE OPERATING BUDGET for 2017 in the amount of THREE MILLION FIVE HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED THIRTY FIVE AND 04/100 PESOS ONLY (P3,581,735.04) for the first of the three-year contract.
1.1 (k)	The Project Site is HOME GUARANTY CORPORATION, Jade Bldg., 335 Sen. Gil J. Puyat Avenue, Makati City.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><i>HOME GUARANTY CORPORATION</i> <i>Jade Building, 335 Sen. Gil J. Puyat Avenue</i> <i>Makati City</i></p> <p><i>Jimmy B. Sarona</i> <i>Chairperson – Bids and Awards Committee</i></p> <p>The Supplier's address for Notices is</p> <p><i>OMNIWORX, INC.</i> <i>Omniworx Business Centre</i> <i>0060 Dr. A Santos Avenue</i> <i>San Isidro, Parañaque City</i></p> <p><i>Raymund Jose Alfredo</i> <i>President and CEO</i></p>
6.2	In addition to the provisions of Section VI (Schedule of Requirements), Section VII (Technical Specifications) provide the goods and services to be provided.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4 (c)	No further instructions.
16.1	None.
17.3	Not applicable.
17.4	Not applicable.
21.1	No additional provision.

Annex "F"

Performance Security

df
b
R
w



THE MERCANTILE INSURANCE CO., INC.

Mercantile Insurance Building, cor. General Luna & Beaterio Sts., Intramuros, Manila
Tel. No.: 527-7701 to 20 * Fax No.: 527-0670
E-mail: gen_info@mic.com.ph * Website: www.mic.com.ph
VAT Reg. TIN: 000-825-516-00000

OFFICIAL RECEIPT NO. **0241911**

from: **OMNIWORX, INC.**

Style: **150-158 LMB BLDG. SAN ANTONIO AVE.,**

O.R. # **V000241911**

Date **September 29, 2017**

T.I.N.: - -

SIXTY SIX THOUSAND EIGHT HUNDRED TEN PESOS & 22/100 CTVS. ONLY

PARTICULARS		AMOUNT	
G(13)B-00000105 PREM. RECVBL	Total Sales (VAT Inclusive)	Line - B	
	Less: VAT	Premium	53,353.71
Variable Sales	Total	Doc. Stamps	6,669.50
	Less: SC/PWD Discount	VAT	6,402.45
Variable Exempt Sales	Total Due	Local Tax	64.56
Zero Rated Sales	Less: Withholding Tax	Misc. Fees	320.00
Variable Amount	Amount Due	TOTAL AMOUNT	66,810.22
Total Sales			

() Cash () Cheque Bank Name & No. **BPI 715671**

1. Any payment tendered other than in cash is received subject to actual CASH collection. Payment not acceptable to the Company for the purpose offered shall be returned in the usual course of business.
2. Acceptance of this payment shall not waive any of the Company's rights to deny liability on unclaim under the Policy arising before such payments.

50 bxs. (500x3) 0225001-0250000
BIR Authority to Print No.: OCN 8AU0000739768E
APP Reference No.: APP/224074/2016
Date of ATP: 11/10/2016 • Expiry Date: 11/09/2021
DEEMEEDEE Commercial Printers • 28 Leland Drive, Balong-Bato, Balintawak, Quezon City
TIN: 103-965-140-00000

Printer's Accreditation No.: 038MP20140000000076
Date Issued: 05/14/2014

EM-226 / VELIZAGA

Sr. Citizen TIN:

OSCA/PWD ID No.:

Signature:

AUTHORIZED SIGNATURE

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP

2017004359

[Handwritten signatures and initials]



THE MERCANTILE INSURANCE CO., INC.

MERCANTILE INSURANCE BLDG., GENERAL LUNA COR.

BEATERIO STS., INTRAMUROS MANILA

Tel. Nos. 5277701 to 20; Fax Nos. 5270670 or 5270673

Email Add: gen_info@mic.com.ph; Website: www.mic.com.ph

TIN NO. 000-825-516-000

Established Since 1962

MERICO BOND NO. G(13)B -000105

PERFORMANCE BOND (SURETY BOND)

(Performance Security pursuant to Section 39
of the Implementing Rules and Regulations of R.A. No. 9184)

PREMIUM	53,353.71
DOC. STAMPS	6,404.45
VAT	6,669.50
NOT. FEES:	320.00
LGT	64.56
MISC	-
TOTAL	P 66,810.22

KNOW ALL MEN BY THIS PRESENTS:

That we, OMNIWORX, INC. of 150-158 2nd & 4th Flr. LMS Bldg. San Antonio Ave., Valley 1, Sucat Parañaque City as Principal, and THE MERCANTILE INSURANCE CO., INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto HOME GUARANTY CORPORATION as procuring entity/Obligee in the sum of Pesos THREE MILLION TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FIFTY EIGHT & 08/100 PESOS ONLY (P 3,233,558.08), Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the above-bounden Principal entered into a contract with the Obligee for the:

Janitorial Services for CY 2018-2021

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the Principal under the contract within the period of Three (3) years or until January 31, 2021 as specified in the bidding documents/terms of reference pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184 and an additional one year (1) coverage from date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the Implementing Rules and Regulations (IRR) of R.A. 9184.

This bond is callable on demand. The liability of the Surety company shall in no case exceed the sum of THREE MILLION TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FIFTY EIGHT & 08/100 PESOS ONLY (P 3,233,558.08), Philippine Currency. In case of default or failure of the Principal, the Obligee shall notify the Surety by sending the notice of claim with attached supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said contract, R.A. No. 9184 and its Implementing Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 13th day of September, 2017 at Manila.

OMNIWORX, INC.

By:

RAYMUND J. ALFREDO
President/CEO

THE MERCANTILE INSURANCE CO., INC.

By:

ROSELYN M. RAGINIO
Asst. Vice President-Bonds

SIGNED IN THE PRESENCE OF:

Sherly G. Gatchalian

ACKNOWLEDGEMENT

BOND NO. G(13)B-00000105

REPUBLIC OF THE PHILIPPINES)
) S.S.

Personally appeared before me this 26th day of January, 2018

NAME	I.D. NO.	AT	ISSUED ON
RAYMUND J. ALFREDO	18270	PARANAQUE CITY	10/10/1996
RAYMUND J. ALFREDO	18270	PARANAQUE CITY	10/10/1996

and Mr./ Ms. ROSELYN M. RAGINIO with I.D. No. SC ROLL NO 42489
issued at MANILA on May 06, 1997 for and in behalf of
THE MERCANTILE INSURANCE CO., INC. with Res. Cert. No. 00096001

issued at MANILA on January 18, 2017 to me known to be the same persons and executed
the foregoing instrument and acknowledged before me that the same is of their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the
place and date first above written.

Doc. No. 451 ;
Page No. 92 ;
Book No. II ;
Series of 20 17 ;

JOYE E. SENADOR-DE REAL

Notary Public

My commissions expires Dec. 31, 20
PTR NO. 5987378/MANILA/12-28-16
IBP NO. 1052335/Q.C./11-22-16
ROLL NO. 49765
2/F MERCANTILE INSURANCE BLDG.,
GEN. LUNA CORNER BEATERIO
STPS., INTRAMUROS, MANILA
Telephone No. 527-77-01

REPUBLIC OF THE PHILIPPINES)
) S.S.

I, ROSELYN M. RAGINIO, ASSISTANT VICE PRESIDENT for and in behalf of
THE MERCANTILE INSURANCE CO., INC. having been duly sworn, states and deposes that the said
corporation is duly organized and existing under by virtue of the laws of the Philippines and is duly
authorized to execute and furnish surety bonds for all purposes within the Philippines; and it is actually worth
the amount specified in the foregoing undertaking to wit

THREE MILLION TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FIFTY EIGHT
PESOS & 08/100 ONLY

(Php 3,233,558.08) Pesos Philippine Currency, over and above all just debts and obligations and
property exempt from execution

THE MERCANTILE INSURANCE CO., INC.

By:

ROSELYN M. RAGINIO
ASSISTANT VICE PRESIDENT

Subscribed and sworn to before me this ___ day of ___, 20___. Affiant exhibited to me
his/ her residence certificate and that of the corporation as above-mentioned.

Doc. No. 452 ;
Page No. 92 ;
Book No. II ;
Series of 20 17 ;

JOYE E. SENADOR-DE REAL

Notary Public

My commissions expires Dec. 31, 20
PTR NO. 5987378/MANILA/12-28-16
IBP NO. 1052335/Q.C./11-22-16

APPROVED :


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE

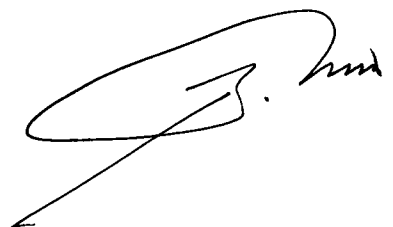
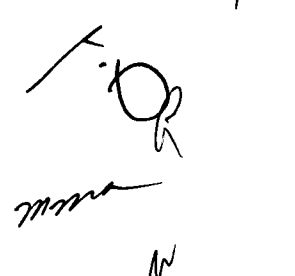
FILING REFERENCE NO.

TIN	: 000-825-516-000
Name	: THE MERCANTILE INSURANCE CO., INC.
RDO	: 125
Form Type	: 2000
Reference No.	: 141700022196729
Amount Payable (Over Remittance)	: 6,000,000.00
Accounting Type	: C - Calendar
For Tax Period	: 10/31/2017
Date Filed	: 11/06/2017
Tax Type	: DS

Proceed to Payment

[BIR Main | eFPS Login | User Menu | Help]

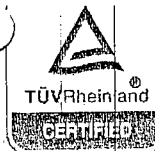
CERTIFIED TRUE COPY
BY 
ROSELYN M. RAGINIO
Asst. Vice-President-Bonds

Annex "G

Entity's Notice of Award

[Handwritten signature]
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[Handwritten initials]
[Handwritten initials]



NOTICE OF AWARD

January 19, 2018

MR. RAYMUND JOSE ALFREDO

President and CEO

Omniworx, Inc.

Omniworx Business Centre

0060 Dr. A Santos Avenue

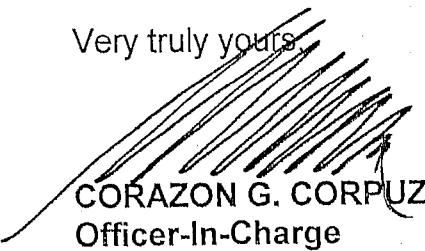
San Isidro, Parañaque City

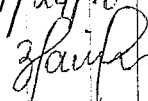
Dear Mr. Alfredo:

This is to advise you that upon the recommendation of the HGC Bids and Awards Committee, the contract for Janitorial Services for CY 2017-2020 (Re-bidding) is awarded to **Omniworx, Inc.** for **Three Million Five Hundred Eighty-One Thousand Seven Hundred Thirty-One Pesos and 20/100 (Php 3,581,731.20)** for the first year.

Please submit your Performance Security within ten (10) calendar days from receipt of this notice, as required in the bidding documents, so we can execute the contract accordingly.

Very truly yours,


CORAZON G. CORPUZ
Officer-In-Charge

01/24/18

JOBELLE AVILA

"Fund Mobilizer and Indispensable Partner in Housing"



