

FUNCTIONAL, INC.

BY:

JOSE ALLAN T. CAÑA  
Sales Manager

**CONTRACT NO. LOG MSSP 2025-01-001-ALC**  
**QUARTERLY PREVENTIVE MAINTENANCE OF SCANNER**  
**"ROWE" RCS4000 FOR ONE (1) YEAR**

**HO-CRT25-001 / SVP241014-RA00438 (SVP3)**

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 Gabriel Y. Itchon, Sen. Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines represented herein by its Vice President, Administration and Finance, **MR. CRISANTO V. HILARIO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**FUNCTIONAL, INC.**, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 814 J. P. Rizal St., Poblacion, Makati City, Philippines herein represented by its Sales Manager, **MR. JOSE ALLAN T. CAÑA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH: That –**

WHEREAS, NPC thru its Central Records and Technical Documents Division, General Services Department, needs a contract for the Quarterly Preventive Maintenance of Scanner "ROWE" RCS4000 for One (1) Year;

WHEREAS, to respond to the above-mentioned requirement, NPC's end-user submitted Purchase Requisition and recommended the procurement of the Preventive Maintenance through Small Value Procurement under Section 53.9 of RA 9184 and its 2016 Revised IRR;

Contract between NPC and Functional, Inc.  
Quarterly Preventive Maintenance of Scanner "ROWE" RCS4000 for One (1) Year  
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SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO  
Vice President, Administration and Finance

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin  
(NPC)

CONTRACTOR  
JAZARIS B. RAMIREZ



NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin  
(NPC)

FUNCTIONAL, INC.

BY:

JOSE ALLAN T. CAÑA  
Sales Manager

WHEREAS, on 13 November 2024, NPC posted the Invitation to Bid for the 3<sup>rd</sup> Negotiated Procurement – Small Value Procurement for the Quarterly Preventive Maintenance of Scanner "ROWE" RCS4000 for One (1) Year;

WHEREAS, only one (1) prospective bidder secured the Terms of Reference and participated in the 3<sup>rd</sup> Small Value Procurement conducted on 18 November 2024 on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid quotation was considered as the single calculated and responsive quotation;

WHEREAS, NPC accepted the said bid of the 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:

#### ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the Quarterly Maintenance of Scanner "ROWE" RCS4000 for One (1) Year (HO-CRT25-001 / SVP241014-RA00438 (SVP3);
2. Result of Bid Opening and Post-qualification Report dated 22 November 2024;
3. CONTRACTOR's bid quotation dated 15 November 2024;
4. Notice of Award dated 02 January 2025; and
5. Notice to Proceed.

The documents mentioned above shall collectively be referred to as "Contract Documents".

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NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**CRISANTO V. HILARIO**  
Vice President, Administration and Finance


SIGNED IN THE PRESENCE OF:

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Department Manager, Admin  
(NPC)

  
(CONTRACTOR)  
**NAZARIO B. DUAREZ**

FUNCTIONAL, INC.

BY:

  
**JOSE ALLAN T. CAÑA**  
Sales Manager

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

## **ARTICLE II** **SCOPE OF WORKS**

NPC needs One (1) Year Preventive Maintenance of ROWE Large Format Multifunction Printer Model RCS4000 with Serial No. 182976 installed at Central Records and Technical Documents Division (CRTDD).

CONTRACTOR shall agree to render quarterly maintenance/inspection services of the above-mentioned machine with the following terms and conditions:

1. Clean, oil, adjust and test the machine every **three (3) months**.
2. Install (during scheduled inspections or emergency service visits) any required parts and/or assemblies made necessary by normal wear **FREE OF CHARGE**, excluding the following parts: Drum Package (drum, developer and cleaning blade) fuser roller and heater lamps;
3. Major and minor repairs shall be covered by scheduled maintenance inspection visits;
4. Inspect/Check-up and troubleshoot the machine including software support **during emergency cases** due to unexpected non-operational condition of the machine, the average response time should be between 24 to 48 hours upon notification;
5. Operating hours for services on machine are Mondays – Fridays, from 8:00am to 5:00pm, excluding Holidays.
6. Services provided for herein do not include labor cost and cost of materials and parts to repair damages caused by rat infestation, accidents, misuse or willful destruction, fire, war, strikes or other calamities.
- 7.

## **ARTICLE III** **DELIVERY PERIOD AND CONTRACT DURATION**

CONTRACTOR shall supply, deliver, repair, inspect, test and install parts for the Quarterly Preventive Maintenance of Scanner "ROWE" RCS4000 not later than **thirty (30) calendar days** reckoned from the receipt of the Notice to Proceed.

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FUNCTIONAL, INC.

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Sales Manager

The contract duration shall be for **one (1) year** effective from issuance of Notice to Proceed. However, in case of loss of trust and confidence to CONTRACTOR, NPC shall have the exclusive right to terminate the Contract, Thirty (30) days upon written notice to CONTRACTOR.

#### **ARTICLE IV** **LIABILITIES**

CONTRACTOR shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

CONTRACTOR shall also be held liable to, and shall indemnify third (3<sup>rd</sup>) person/s for claim/s arising from the fault and/or negligence of its employees/workers assigned in the premises of the NPC.

NPC shall have the right to deduct from any money payable to the CONTRACTOR amount/s equivalent to any damage it may suffer or liability it may incur due to the fault negligence of the latter's workers.

#### **ARTICLE V** **TOTAL CONTRACT PRICE AND PAYMENT TERMS**

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR in the Philippines Pesos and in accordance with the Contract documents the amount of **Ninety Four Thousand Five Hundred Pesos Only (PhP 94,500.00)**.

For and in consideration of the services rendered by the CONTRACTOR to NPC, the latter shall pay the former, on a quarterly basis inclusive of Value Added Tax (VAT) of twelve Percent (12%), subject to government accounting procedures. The price shall not be subject to any adjustment for the duration of the Contract.

NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin  
(NPC)

(CONTRACTOR)  
ARZAPAD S. PANDIYAN

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JOSE ALLANT T. CAÑA  
Sales Manager

NPC shall not in any case be liable for any interest penalty for delayed payments nor to any loss or damage beyond NPC's control such as forced majeure.

Upon accomplishment of quarterly Preventive Maintenance for Scanner (ROWE RCS4000) at NPC-Head Office, the CONTRACTOR shall submit the maintenance report for every activity rendered. Payment shall be thirty (30) days upon submission of complete documents/attachments.

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

## **ARTICLE VI** **GUARANTEE**

The CONTRACTOR shall provide at least One (1) year Warranty on services rendered during the contract period for NPC Head Office.

## **ARTICLE VII** **LIQUIDATED DAMAGES**

Should CONTRACTOR fails to satisfactorily deliver any or all the GOODS and/or 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 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 course of action and remedies open to it.


## **ARTICLE VIII** **WARRANTY CLAUSE**

The CONTRACTOR hereby warrants that it or its 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 it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

  
ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin  
(NPC)

  
(CONTRACTOR)  
NAZARIO R. RAMIREZ

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NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**CRISANTO V. HILARIO**  
Vice President, Administration and Finance


SIGNED IN THE PRESENCE OF:

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Department Manager, Admin  
(NPC)

  
(CONTRACTOR)  
**HAZARICIO, RAMIREZ**

FUNCTIONAL, INC.

BY:

  
**JOSE ALLAN T. CAÑA**  
Sales Manager

CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of NPC and to the relatives within the 3<sup>rd</sup> degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution ; and that if any commission is being paid to a private person, it shall disclose the name of the said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for rescission or cancellation of this Contract of 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 and Corrupt Practices Act and other applicable laws against the CONTRACTOR and/or its representative and NPC official and employee.

### ARTICLE IX NON-ASSIGNMENT AND NO SUB-CONTRACT

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-CONTRACTOR of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

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FUNCTIONAL, INC.

JOSE ALLAN T. CAÑA  
Sales Manager

BY:

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
ADARIO R. RAMIREZ

NATIONAL POWER CORPORATION  
(NPC)

CRISANTO V. HILARIO  
Vice President, Administration and Finance

BY:

## ARTICLE X AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

## ARTICLE XI SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

## ARTICLE XII PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.


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FUNCTIONAL, INC.

BY:

  
JOSE AVILA T. CAÑA  
Sales Manager

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

### **ARTICLE XIII** **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 XIV** **EFFECTIVITY**

This Contract shall become effective from the date as stated in the Notice to Proceed.

### **ARTICLE XV** **VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines, only.

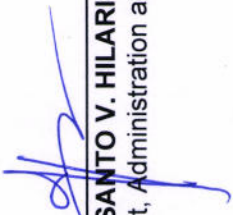
SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
CONRADO B. DAMILANE

  
ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

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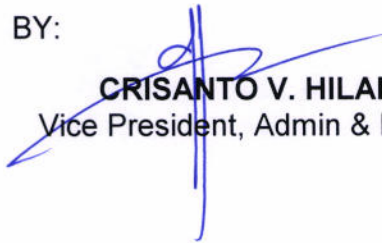
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of February, 2025 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

BY:

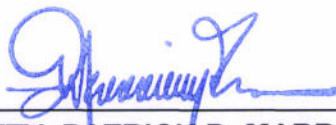
  
**CRISANTO V. HILARIO**  
Vice President, Admin & Finance

**FUNCTIONAL, INC.**  
(CONTRACTOR)

BY:

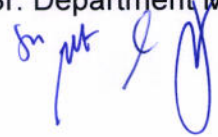
  
**JOSE ALLAN T. CAÑA**  
Sales Manager

SIGNED IN THE PRESENCE OF:

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Department Manager, Admin  
(NPC)

  
(CONTRACTOR)  
**NAZARIO B. RAMIREZ**

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance

(6)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2025
JOB ORDER	M. 096
COST CENTER	4001140
AMOUNT	P 24,500.00

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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of **FEB 04 2025** 2025, personally appeared **MR. CRISANTO V. HILARIO**, Vice President, Administration & Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1302428, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until December 31, 2025  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 180 ;  
Page No. 37 ;  
Book No. 1 ;  
Series of 2025.

  
**ATTY. LUDY B. ARAGONA**  
Notary public for Quezon City  
Commission No. NP-393 (2024-2025)  
Commission Expires on 31 December 2025  
Roll No. 84558  
IBP No. 500293; 01/06/25; Quezon City  
PTR No. 6990482; 01/03/25; Quezon City  
MCLE No. VIII-0014714; 10/16/24; Quezon City  
4th Floor Gabriel Y. Itchon Building Senator Miriam  
P. Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S  
**MAKATI CITY**

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this JAN 27 2025 day of JAN 27 2025, 2025, personally appeared **MR. JOSE ALLAN T. CAÑA, Sales Manager, FUNCTIONAL, INC.** with Identification Document in the form of DRIVERS LICENSE, issued by DOT/LTO at QUEZON CITY, on SP. DATE: 03-19-2024 known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until December 31, 2025  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No.: 432  
Page No.: 88  
Book No.: 8  
Series of 2025.

**ATTY. JOSHUA P. LAPUZ**  
Notary Public Makati City  
Until Dec. 31, 2025  
Appointment No. M-016 - (2024-2025)  
PTR No. 10466007 Jan. 2, 2025 / Makati  
IBP Lifetime No. 04897 Roll No. 45790  
MCLE Compliance No. VII-0016370  
Valid until April 14, 2025  
G/F Fedman Bldg., 199 Salcedo St.  
Legaspi Village, Makati City

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