


BY:

  
MICHELLE S. SICAT  
Senior Solutions Consultant  
ROEL M. MANANSALA  
Manager, General Services Dept.  
(NPC)  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

CONTRACT NO. LOG MSSP 2024-12-155-ALC

THREE (3)-YEAR LEASE OF EIGHT (8) UNITS PLAIN PAPER  
COPYING MACHINES FOR VARIOUS NPC OFFICES WITHIN  
AND OUTSIDE METRO MANILA  
HO-CRT24-001 / PB240708-NA00319 (NP)

## 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 Building, Sen. Miriam P. Defensor-Santiago  
Avenue (formerly BIR Road) cor. Quezon Avenue, Diliman, Quezon City,  
Philippines, herein represented 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 -

**COPYLANDIA OFFICE SYSTEMS CORPORATION**, a  
Corporation duly organized and existing under the laws of the Republic of  
the Philippines with office address at 718 Sgt. Bumatay Street,  
Mandaluyong City, Philippines, herein represented by its Senior Solutions  
Consultant, **MS. MICHELLE S. SICAT**, who is duly authorized to  
represent it in this transaction hereinafter referred to as **CONTRACTOR**.

## WITNESSETH: That -


WHEREAS, NPC needs the services for Three (3) Year Lease of  
Eight (8) Units Plain Paper Copying Machines for Various NPC Offices  
Within and Outside Metro Manila;

WHEREAS, the Bids and Awards Committee recommended the  
conduct of Alternative Mode of Procurement (AMP) – Negotiated  
Procurement (Two Failed Biddings) under Memorandum Order No. 2024-  
331 dated 14 October 2024;

WHEREAS, on 30 October 2024, NPC advertised the Invitation to  
Bid for the Negotiated Procurement for the Three (3) Year Lease of Eight  
(8) Units Plain Paper Copying Machines for Various NPC Offices within  
and outside Metro Manila;

Contract between NPC and Copylandia Office Systems Corporation  
Three (3)-Year Lease of Eight (8) Units Plain Paper Copying Machines for Various NPC Offices  
Within and Outside Metro Manila  
Contract No. LOG MSSP 2024-12-155-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 1 of 13





BY:

MICHELLE S. SICAT  
Senior Solutions Consultant

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
ROEL M. MANANSALA  
Manager, General Services Dept.  
(NPC)NATIONAL POWER CORPORATION  
(NPC)

BY:

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the bidding conducted on 11 November 2024;

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

WHEREAS, having been determined as the single calculated and responsive bidder, NPC accepted the offer 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 COMPROMISING THE CONTRACT

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

1. Terms of Reference for the Three (3)-Year Lease of Eight (8) Units Plain Paper Copying Machines for Various NPC Offices Within and Outside Metro Manila, PR No. HO-CRT24-001 / PB240708-NA00319 (NP);
2. Bid Opening/Evaluation Report dated 01 October 2024;
3. Bid Opening/Evaluation Report dated 11 November 2024;
4. Post-qualification Report dated 22 November 2024;
5. CONTRACTOR's Bid Proposal dated 09 November 2024;
6. Supplemental / Bid Bulletin No. 1 dated 07 November 2024;
7. Notice of Award dated 02 January 2025;
8. Notice to Proceed; and
9. Performance Security to be filed by the CONTRACTOR in accordance with this Contract.

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

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

Contract between NPC and Copylandia Office Systems Corporation  
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(CONTRACTOR)

(NPC)

BY:

BY:



**MICHELLE S. SICAT**  
Senior Solutions Consultant



**ROEL M. MANANSALA**  
Manager, General Services Dept.  
(NPC)



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

## ARTICLE II

### SCOPE OF WORKS

The scope of works covers but not limited to the lease of plain paper copying machines of NPC.

The work shall include all work and services although not specifically detailed herein but are required for the safe, reliable and proper operation of the copier machines to be leased.

### SCHEDULE OF REQUIREMENTS

TECHNICAL SPECIFICATIONS	END-USER	LOCATION
All brand-new units Total: 8 units	Common	Floor 1, right wing of the new rental office
	Common	Floor 1, left wing of the new rental office
	Common	Floor 2, right wing of the new rental office
	Common	Floor 2, left wing of the new rental office
	CRTDD	CRTDD Office
	SPUG Luzon Operations Department	Minuyan, San Jose Del Monte City, Bulacan
	Major Repair & Maintenance Department	MRMD, Brgy. Buli, Muntinlupa
	Mindoro Romblon Operations Division	Calapan, Or. Mindoro

1. The copiers to be provided shall be eight (8) brand new machines. The CONTRACTOR shall maintain the copiers in continuous and good running and operating condition, Regular and rigid cleaning and overhauling shall be conducted on copiers with no additional charges to NPC. Technician should be available in times of troubleshooting the photocopiers when needed.
2. The CONTRACTOR shall provide regularly at its own expense all machine parts, toner, developer, diluents, and other machine consumables including ADF/DSF and sorters. CONTRACTOR shall ensure that sufficient stocks of these consumable items are available when needed.
3. The CONTRACTOR shall replace any copier found defective (un-operational) within three (3) days from receipt of written notice/email from NPC. CONTRACTOR shall be penalized Eight Hundred Pesos (P 800.00) per day for its failure to replace the defective unit of NPC. Likewise, Selenium drums of copiers shall be replaced when meter reading reaches manufacturers suggested copy file.

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Sheet 3 of 13





BY:

MICHELLE S. SICAT  
Senior Solutions Consultant

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
ROEL M. MANANSALA  
Manager, General Services Dept.  
(NPC)NATIONAL POWER CORPORATION  
(NPC)

BY:

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

4. CONTRACTOR shall be responsible for effecting pull-out/transfer of units from various NPC Offices at no cost to NPC.
5. For and in consideration of copiers to be leased by CONTRACTOR to NPC, the latter shall pay the former contracted price per copy (VAT inclusive) based on meter reading less one percent (1%) for test/demo copies and two percent (2%) for spoiled copies or a total three percent (3%) discount on actual copy prints registered in monthly meter reading. The price per copy shall not be subjected to any adjustment for the duration of the Contract.
6. CONTRACTOR shall post a Performance Security as stated in the ITB. The Performance Security may be in any of the forms indicated in the Revised IRR of RA 9184.
7. All price proposals shall be VAT inclusive.
8. NPC shall not in any case be liable for any interest penalty for delayed payments nor for any loss or damaged to copiers for reasons beyond NPC's control such as force majeure.
9. All taxes which may be imposed under this Contract shall be for the exclusive account of CONTRACTOR.
10. Contract Duration shall be for three (3) years from date of effectivity. However, in case of loss of trust and confidence in the CONTRACTOR, NPC shall have the exclusive right to terminate the Contract, upon thirty (30) days written notice to CONTRACTOR.

### ARTICLE III

#### CONTRACT PROVISIONS / REQUIREMENTS

Delivery period shall be within **Thirty (30) Calendar Days** upon receipt of the Notice to Proceed at the location specified in Article II.

The CONTRACTOR shall be responsible for visiting the site and take particular reference to its accessibility, means of communication and transportation, and all other factors that could hamper the smooth execution of the Contract

Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be responsibility of the CONTRACTOR and no additional payment thereof shall be made by NPC.

The photocopiers shall have the following minimum capabilities, functions and features:

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BY:

  
MARY JANE D. SAKA  
(CONTRACTOR)  
ROEL M. MANANSALA  
Manager, General Services Dept.  
(NPC)  
CRISANTO V. HILARIO  
Vice President, Administration and Finance  
MICHELLE S. SICAT  
Senior Solutions Consultant**COPIER SPECIFICATION REQUIREMENT:**

COPIER SPECIFICATION	NPC REQUIREMENTS
Copy/Print Speed	30 copies per minute
Scanning	Color scanning
Scanning speed	42 opm (600 dpi)
System memory	2GB or higher
Storage capacity	128 GB or higher
Warm up time	35 sec or less
First copy time	7 sec or less
Power consumption	1.5 KW or less
Print Resolution	1800 x 500 dpi or equivalent of not less than 900,000 dpi <sup>2</sup>
Screen Display Size	7" colored display panel or higher
Multi-sheet Bypass Tray	Capable of 100 sheets or higher
Magnification	25-400% Reduction & Enlargement
Continuous copying	1-9,999 continuous copying
Copy size	A3 – A5 including legal size
Paper input Capacity	Capable of 500 sheets or higher

**Other Requirements**

- Password protected
- Built-in Electronic Sorting
- Built-in Reversible Automatic Document Feeder Document Feeder (RADF) or similar system
- System includes the following:
  - Free consumables excluding copy paper
  - Free Spare Parts Replacement
  - Free Maintenance Service (technician should be available in times of troubleshooting the photocopiers when needed)
  - Free Comprehensive Operator Training (Operator to be provided by NPC)

**ARTICLE IV****TESTING AND ACCEPTANCE CRITERIA**


The CONTRACTOR shall perform at his own expense all inspection and tests required to ensure adequacy of design, material, workmanship and conformance of the leased copier machine to the requirements of the specifications and standards.

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BY:

  
MICHELLE S. SICAT  
Senior Solutions Consultant

SIGNED IN THE PRESENCE OF:

  
MARY JANE B. GARCIA  
(CONTRACTOR)  
ROEL M. MANANSALA  
Manager, General Services Dept.  
(NPC)NATIONAL POWER CORPORATION  
(NPC)

BY:

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

Upon arrival of copier machine at site, NPC and the CONTRACTOR or their authorized representatives, shall jointly verify the delivered copier machine following the steps below:

- a) Inspection and verification of the packing list:
- b) Opening of the boxes and plastic sheet protection to verify the content and its physical condition and to check the pilferage or damage during shipment and storage: and
- c) Conduct testing of leased copier machine.
- d) Certificate from the Manufacturer that the unit being delivered is brand new.

A record shall be prepared carefully noting all eventual shortages, defects or damages, signed by the CONTRACTOR and concurred by NPC. All shortages and damages noted shall be immediately replaced by the CONTRACTOR at his own cost and shall ensure the timely delivery of replacement without affecting the agreed overall contract implementation schedule.

Acceptance Certificate shall be issued only after all the required inspection and verification are satisfactorily conducted and performed.

If any spare parts fails to pass the inspection, NPC may at his own judgment, direct the CONTRACTOR to replace the spare parts.

If any copier machine fails to pass the inspection and tests NPC may at his own judgment, direct the CONTRACTOR to replace the copier machine.

## ARTICLE V

### OTHER CONDITIONS OF THE CONTRACT

#### 1. Privatization

If the ownership/operation of NPC office/facilities shall be transferred to another entity as a result of privatization.

- NPC may re-assign the location/transfer of the leased equipment to any office/plant/facilities at no additional cost to NPC and with no increase in the contract price. NPC shall inform the CONTRACTOR at least thirty (30) days prior to the transfer.

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BY:

BY:

**MICHELLE S. SICAT**  
Senior Solutions Consultant

(CONTRACTOR)

**ROEL M. MANANSALA**  
Manager, General Services Dept.  
(NPC)**CRISANTO V. HILARIO**  
Vice President, Administration and Finance

- NPC may opt to pre-terminate the Contract subject to the payment of the amount equivalent to the total balance of the lease payments until the end of the Contract minus the residual value which is 10% of the total Contract lot computed per unit.

## 2. Ownership

Ownership of the leased equipment will remain with the CONTRACTOR, until such time that an agreement has been reached on their transfer to NPC.

## 3. Saving Clause

The CONTRACTOR holds NPC free from any and/or liabilities, suits, actions, demands or damages arising from death, illnesses, injuries from or caused by the negligence of the personnel incident to or in connection with the services under this Contract.

## 4. Force Majeure

NPC shall be free from any financial, criminal or civil liability should the leased equipment be damaged or lost due to force majeure (i.e. fire, earthquake, tidal wave, etc.). In such case, the CONTRACTOR shall replace all damaged unit/s.

## ARTICLE VI

### DURATION AND EFFECTIVITY

The term of lease is Three (3) years to commence within thirty (30) calendar days upon receipt of Notice to Proceed.


## ARTICLE VII

### TOTAL CONTRACT PRICE


The total Contract Price of the Services shall be in the amount of **PHILIPPINE PESOS: NINE MILLION THREE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED NINETEEN PESOS (Php 9,354,519.00) Only.**

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Sheet 7 of 13



BY:   
**MICHELLE S. SICAT**  
Senior Solutions Consultant

  
**ROEL M. MANANSALA**  
Manager, General Services Dept.  
(NPC)

BY:   
**GRISANTO V. HILARIO**  
Vice President, Administration and Finance  
(NPC)

Item No.	Type of Copying Machine	Qty.	Est. Copy Volume	Project Duration (in months)	Price Per Copy	Total Price
1	Medium Capacity Brand: DEVELOP Model: Ineo 367	8 units	9,354,519	36	P 1.00	P 9,354,519.00

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

**ARTICLE VIII**  
**EXTENSION OF CONTRACT**

NPC has the option to extend the contract on a month to month basis subject to the availability of funds and applicable provisions of the RA 9184 and its revised IRR.

**ARTICLE IX**  
**PERFORMANCE SECURITY**

To guarantee the faithful performance of its obligations under the Contract, CONTRACTOR shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security in favor of NPC in an amount equivalent to five percent (5%) of the total contract price in the form of cash, or cashier's/ manager's check or bank draft/guarantee issued by a Universal or Commercial Bank, or irrevocable letter of credit issued by a Universal or Commercial Bank, provided, however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank, if issued by a foreign bank, or in an amount equal to thirty percent (30%) of the total contract price, in the form of surety bond callable upon demand and penal in nature issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. The Insurance Company that will issue Performance Security must be acceptable to National Power Corporation.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

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BY:

BY:

  
**MICHELLE S. SICAT**  
Senior Solutions Consultant

  
(CONTRACTOR)

  
**ROEL M. MANANSALA**  
Manager, General Services Dept.  
(NPC)

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

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

**ARTICLE X**  
**LIQUIDATED DAMAGES**

Should CONTRACTOR fails to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract amount, the NPC may rescind the Contract without prejudice to other course of action and remedies open to it.

**ARTICLE XI**  
**JOINT AND SEVERAL LIABILITY**

The liability of the LESSOR and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several and for this reason LESSEE may proceed against any or all of them.

**ARTICLE XII**  
**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


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BY:   
MICHELLE S. SICAT  
Senior Solutions Consultant

  
ROEL M. MANANSALA  
Manager, General Services Dept.  
(NPC)

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance

BY:   
CRISANTO V. HILARIO  
Vice President, Administration and Finance

**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 on the date of the issuance of Notice to Proceed.

**ARTICLE XV**  
**WARRANTY CLAUSE**

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 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 the 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 prosecution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute 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 any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XVI**  
**VENUE OF ACTION**

The parties hereto hereby 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.

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IN WITNESS WHEREOF, the parties hereto have signed these presents on this 31st day of JANUARY, 2025, in QUEZON CITY, Philippines.

NATIONAL POWER CORPORATION

By:

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

COPYLANDIA OFFICE SYSTEMS CORPORATION

By:

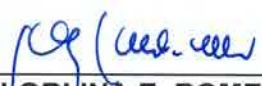
  
**MICHELLE S. SICAT**  
Senior Solutions Consultant

SIGNED IN THE PRESENCE OF:

  
**ROEL M. MANANSALA**  
Manager, General Services Department

  
**MARY JANE B. GARCIA**  
Contractor

Funds Availability:

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

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	NO. 069
COST CENTER	Various CC
AMOUNT	₱2,888,643.70

(3) ₱ 669,988.49  
(6) ₱ 2,188,655.21

Certificate of Budgetary Inclusion	
Period:	JAN 1 - DEC 31, 2026
Account:	069, FPD-26-01-5867
Cost Center:	VARIOUS CC
Amount:	₱ 3,117,999.67

Non-OMA = ₱ 2,387,623.88  
OMA = 730,375.79  
₱ 3,117,999.67

Certificate of Budgetary Inclusion	
Period:	JAN 1 - DEC 31, 2027
Account:	069, FPD-27-01-5455
Cost Center:	VARIOUS CC
Amount:	₱ 3,117,999.67

Non-OMA = ₱ 2,387,623.88  
OMA = 730,375.79  
₱ 3,117,999.67

Certificate of Budgetary Inclusion	
Period:	JAN 1 - 31, 2028
Account:	069, FPD-28-01-5107
Cost Center:	VARIOUS CC
Amount:	₱ 259,875.96

Non-OMA = ₱ 198,967.91  
OMA = 60,908.04  
259,875.96

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of JAN 31 2025, 2025 personally appeared **MR. CRISANTO V. HILARIO**, Vice President, Administration and 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 thirteen (13) 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.: \_\_\_\_\_

**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 Minam  
P. Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City

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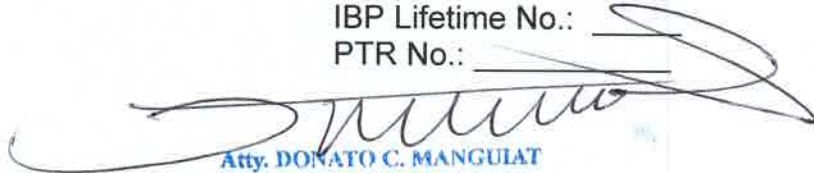
REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )

### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of JAN 24 2025, 2025 personally appeared **MS. MICHELLE S. SICAT**, Senior Solutions Consultant, **COPYLANDIA OFFICE SYSTEMS CORPORATION** with Identification No. 426-02-009635, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) pages, including the page wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she 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.: \_\_\_\_\_



**Atty. DONATO C. MANGUIAT**  
Notary Public

Commission No. NP-030 (Expires December 31, 2025)  
IBP No. 483603, December 15, 2024, QC  
PTR No. 6989466, January 02, 2025, QC  
Attorney's Roll No. 34843  
MCLE Compliance VII No. 0019777  
Issued on May 31, 2022, Valid until April 14, 2025  
Mobile No. +639152654279  
Office Address: No. 2 Manalang St. Bgy. Central, QC

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