

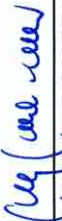
FUNCTIONAL, INC.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:   
JOSE ALLAN T. CAÑA  
Sales Manager

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

BY:   
LORLINA E. BOMEDIANO  
Officer-In-Charge-OVP, Admin and Finance

## CONTRACT NO. LOG MSSP 2023-11-106-ALC

### PREVENTIVE MAINTENANCE ON A QUARTERLY BASIS FOR SCANNER (ROWE RCS4000)

HO-CRT23-003 / SVP230525-KA00134 (SVP6)

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 BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines represented herein by its Officer-In-Charge – Office of the Vice President, Admin and Finance, **MS. LORLINA E. BOMEDIANO**, 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 Preventive Maintenance on a Quarterly Basis for Scanner (ROWE RCS4000) at NPC Head Office;

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;

9

BY:

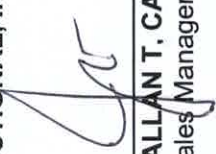


**LORLINA E. BOMEDIANO**  
Officer-In-Charge-OVP, Admin and Finance

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Department Manager, Admin

  
**NAZARIO A. DUMILPEZ**  
(CONTRACTOR)

BY:

  
**JOSE ALLANT T. CAÑA**  
Sales Manager

WHEREAS, on 07 October 2023, NPC posted the Invitation to Bid for the 6<sup>th</sup> Negotiated Procurement – Small Value Procurement for the Preventive Maintenance on a Quarterly Basis for Scanner (ROWE RCS4000);

WHEREAS, only one (1) prospective bidder secured the Terms of Reference and participated in the 6<sup>th</sup> Small Value Procurement conducted on 10 October 2023 on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer 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 Preventive Maintenance on a Quarterly Basis for Scanner (ROWE RCS4000) at NPC Head Office (HO-CRT23-003 / SVP230525-KA00134 (SVP6);
2. Result of Bid Opening and Post-qualification Report dated 12 October 2023;
3. CONTRACTOR's bid quotation dated 10 October 2023;
4. Notice of Award dated 08 November 2023; and
5. Notice to Proceed.

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

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 2 of 10

9



FUNCTIONAL, INC.

BY:

JOSE ALLIAN T. CAÑA  
Sales Manager

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin

(CONTRACTOR)

NATIONAL POWER CORPORATION  
(NPC)

BY:

LORINA E. BOMEDIANO  
Officer-In-Charge-OVP, Admin and Finance

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**

Below are the scope of works to be done on a quarterly basis.

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.

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

CONTRACTOR shall supply, deliver, repair , inspect, test and install parts for the Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000) within **thirty (30) calendar days** reckoned from the receipt of the Notice to Proceed.

The contract duration shall be **one (1) year** with quarterly Preventive Maintenance of Scanner ROWE RCS4000 for NPC Head Office reckoned from the date stated in the Notice to Proceed.

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 3 of 10

9

FUNCTIONAL, INC.

BY:

JOSE ALLAN T. CAÑA  
Sales Manager

#### **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)**.

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.

#### **ARTICLE VI GUARANTEE**

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

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin

LORLINA E. BOMEDIANO  
Officer-In-Charge-OVP, Admin and Finance

NATIONAL POWER CORPORATION  
(NPC)

BY:

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 4 of 10

9



FUNCTIONAL, INC.

BY:

JOSE ALIAN T. CAÑA  
Sales Manager

SIGNED IN THE PRESENCE OF:

HANZABO B. RAMIREZ  
(CONTRACTOR)

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION  
(NPC)

BY:

LORLINA E. BOMEDIANO  
Officer-In-Charge-OVP, Admin and Finance

## ARTICLE VII LIQUIDATED DAMAGES

Should CONTRACTOR fail 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 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 SERVICE PROVIDER 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

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 5 of 10



FUNCTIONAL, INC.

BY:

JOSE ALLAN T. CAÑA  
Sales Manager

SIGNED IN THE PRESENCE OF:

ATTY. PATRICK D. MABBAGU  
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION  
(NPC)

BY:

LORLINA E. BOMEDIANO  
Officer-In-Charge-OVP, Admin and Finance

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 SERVICE PROVIDER of its responsibilities under the Contract. The SERVICE PROVIDER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by the sub-SERVICE PROVIDER 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-SERVICE PROVIDER 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 SERVICE PROVIDER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SERVICE PROVIDER because of the disapproval or removal of the sub-SERVICE PROVIDER, or because of the late submission of its approval.

#### 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 6 of 10

9

FUNCTIONAL, INC.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**JOSE ALLAN T. CAÑA**  
Sales Manager

  
**ATTY. PATRICK D. MABBAGU**  
Sr. Department Manager, Admin

  
**LORLINA E. BOMEDIANO**  
Officer-In-Charge-OVP, Admin and Finance

BY:

## **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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the submission of documents, or suppression of material facts, which if known could have disqualified the SERVICE PROVIDER gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

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.

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 7 of 10

9



IN WITNESS WHEREOF, the parties hereto have signed this Contract this 22nd day of December, 2023 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**FUNCTIONAL, INC.**  
(CONTRACTOR)

BY:

  
**LORLINA E. BOMEDIANO**  
OIC-OVP, Admin & Finance

BY:

  
**JOSE ALLAN T. CAÑA**  
Sales Manager

SIGNED IN THE PRESENCE OF:

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

  
**NAZARIO J. RAMIREZ**  
(CONTRACTOR)

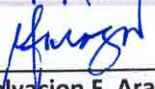
FUNDS AVAILABLE

  
**JUDITH M. MOJICA**  
Department Manager, Controllers

(6)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2023
JOB ORDER	M6 096
COST CENTER	4001140
AMOUNT	P 22,050.40

Certificate of Budgetary Inclusion	
Period:	FY 2024
Account / WO/JO:	PRD24-11-0873
CBI Reference No.:	4001140
Cost Center:	4001140
Amount:	P 22,050.40

  
**Salvation F. Aragon**  
Manager, BPRD

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared **MS. LORLINA E. BOMEDIANO**, <sup>DEC 22 2023</sup> Officer-In-Charge- Office of the Vice President, Admin & Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300148, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages 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, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 43 ;  
Page No. 10 ;  
Book No. 1 ;  
Series of 2023.

**ATTY. DIWA RAFAEL B. BONTUYAN**  
Notary Public for Quezon City  
Commission No. NP-401 (2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 64390  
IBP No. 1006807; 02/07/2023; Quezon City  
PTR No. 4540603; 04/20/2023; Quezon City  
MCLE No. VII-0009839; 02/14/2022; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Diliman, Quezon City

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC *ni*

*f a sf*

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **Quezon City, Philippines**, this  
\_\_\_\_\_ day of **NOV 28 2023**, personally appeared **MR. JOSE**  
**ALLAN T. CAÑA, Sales Manager, FUNCTIONAL, INC.** with Identification  
Document in the form of DRIVERS LICENSE, issued by  
LTO at NO. 96357440, on EXP. 03-19-2024, known to me  
and to me known to be the same person who executed the foregoing  
instrument consisting of ten (10) 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, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No.: 159  
Page No.: 22  
Book No.: 227  
Series of 2023.

**ATTY. JOSHUA P. LAPUZ**  
Notary Public Makati City  
Until Dec. 31, 2023  
Appointment No. M-019-(2022-2023)  
PTR No. 9563523 Jan. 3, 2023 / Makati  
IBP Lifetime No. 04897 Roll No. 45790  
MCLE Compliance No. VII-0016370  
Issued on April 26, 2022  
G/F Fedman Bldg., 199 Salcedo St  
Legaspi Village, Makati City

Contract between NPC and Functional, Inc.  
Preventive Maintenance on a Quarterly Basis of Scanner (ROWE RCS4000)  
Contract No. LOG MSSP 2023-11-106-ALC