

MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)


JENEVIE S. CUERDO
Account Manager

CONTRACT NO. LOG MSSP 2023-07-048-NIY
**SUPPLY, DELIVERY, INSTALLATION AND SUBSCRIPTION FOR ONE (1)
YEAR OF AUTOCAD LT LICENSE FOR ELECTRICAL ENGINEERING,
INSTRUMENTATION & CONTROL DIVISION (EEICD) AND MECHANICAL
ENGINEERING DIVISION (MED) AT
NATIONAL POWER CORPORATION - HEAD OFFICE
PR. NOS. HO-EEI23-001 & HO-MED23-001 / REF. NO. SVP230511-KA,**

KNOW ALL MEN BY THESE PRESENTS:

BY:

This Contract made and entered into in Quezon City, Philippines, by and between:

SIGNED IN THE PRESENCE OF:


MAXILBERTO LITO
(SUPPLIER)

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President – Power Engineering Services (PES), **ATTY. ROGEL T. TEVES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -



GODOFREDO B. MAGPOC, JR.
Manager, DDD

MAXIMUM SOLUTIONS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at No. 184 San Luis Street, Barangay Tibagan, San Juan City, herein represented by its Account Manager, **MS. JENEVIE S. CUERDO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 08 May 2023, NPC advertised the Request for Quotation (RFQ) for the Small Value Procurement for the Supply, Delivery, Installation and Subscription for One (1) Year of AutoCAD LT License for EEICD and MED at NPC-Head Office;

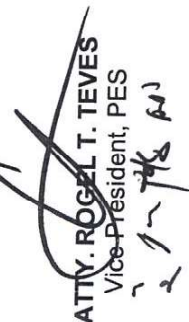
WHEREAS, only one (1) prospective bidder submitted bid quotation on the scheduled bid opening on 11 May 2023;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. ROGEL T. TEVES
Vice-President, PES

Contract between NPC and Maximum Solutions Corp.
Contract for the Supply, Del., Inst. & Subs of AutoCAD LT License for EEICD & MED at NPC-Head Office
Contract No. LOG MSSP 2023-07-048-NIY.

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. ROSEL T. TEVES
Vice President, PES

SIGNED IN THE PRESENCE OF:

GODOFREDO B. MAGPOC, JR.
Manager, DDD

MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)

BY:

JENEVIE S. QUERDO
Account Manager

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 Supply, Delivery, Installation and Subscription for One (1) Year of AutoCAD LT License for EEICD and MED at NPC-Head Office, P. R. Nos. HO-EEI23-001 & HO-MED23-001 / Ref. No. SVP230511-KA;
2. Result of Bid Opening and Post Qualification Report dated 05 June 2023;
3. SUPPLIER's bid proposal dated 11 May 2023;
4. Notice of Award dated 03 July 2023;
5. Notice to Proceed
6. The Performance Security to be filed by SUPPLIER 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/inconsistency 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.

ARTICLE II
SCOPE OF WORK

The scope of work shall cover the supply, delivery, installation and subscription for one (1) year of the latest version of AutoCAD LT License for fourteen (14) Users for EEICD and ten (10) Users for MED with training including modules and certificate;

A. Maintenance and Support Services:

The SUPPLIER must include one (1) year, subscription, support, warranty and maintenance;

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NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. ROGEL T. TEVES
Vice President, PES

SIGNED IN THE PRESENCE OF:

G. Cu

GODOFREDO B. MAGPOC, JR.
Manager, DDD

MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)

BY:

JENEVIE S. CUERDO
Account Manager

The SUPPLIER shall provide 24/7 phone supports/web based (email and chat) support during entire contract duration.

The SUPPLIER shall provide 8 hours x 5 days support, two (2) hours response time upon receipt of call/notice by acknowledging that there is a problem and a resolution has to be drawn up by them. If said problem has not been resolved after two (2) hours after acknowledgement, they need to be present on site for troubleshooting.

B. Acceptance Criteria:

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

If the software licenses delivered failed to pass inspection, NPC may at his own judgment, direct the SUPPLIER to make necessary replacement;

**ARTICLE III
DELIVERY AND SUBSCRIPTION PERIOD AND LOCATION**

The Delivery Period shall be Thirty (30) Calendar days, reckoned from receipt of the Notice to Proceed and the Subscription Period shall be for One (1) Year.

The software licenses shall be delivered at NPC-Head Office OBC Warehouse, BIR Road Corner Quezon Avenue, Diliman, Quezon City,

The SUPPLIER shall be responsible for taking particular reference to its accessibility, means of 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 of the SUPPLIER regarding the existing conditions of the delivery site shall be responsibility and no additional payment thereof shall be made by NPC;

The Certificate of Warranty and After Sales Support shall be submitted upon delivery to the Manager-Design and Development Department (DDD) for evaluation and/or approval prior to issuance of acceptance certificate.

**ARTICLE IV
PAYMENT**

For and in consideration of the WORKS to be undertaken by the SUPPLIER as specified in Article II hereof, NPC shall pay the SUPPLIER in Philippine Pesos and in accordance with the Contract documents the amount of **SIX HUNDRED THOUSAND PESOS ONLY (P 600,000.00).**

Payment shall be thirty (30) calendar days after submission of complete supporting documents.

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NATIONAL POWER CORPORATION
(NPC)

BY: 
ATTY. ROBERT T. TEVES
Vice President, PES

SIGNED IN THE PRESENCE OF:


GODOFREDO B. MAGPOC, JR.
Manager, DDD

BY: 
MAXLINE CRUZ
(SUPPLIER)

MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)


JENEVIE S. CUERVO
Account Manager

ARTICLE V
PERFORMANCE SECURITY

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, 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 equivalent to Five Percent (5%) of the contract price.
- b. 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 which shall be Thirty Percent (30%) of the total contract price.
- c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the 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 item, The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 such 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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI
GUARANTEE

The SUPPLIER shall guarantee to complete the replacement within sixty (60) calendar days of the supplied software licenses at his own expense against defect in design, satisfactory and materials for a period of one (1) year after acceptance by NPC.

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MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)


JENEVIE S. CUERVO
Account Manager


BY:


MATTHEW A. WAIN
(SUPPLIER)

SIGNED IN THE PRESENCE OF:


GODOFREDO B. MAGPOC, JR.
Manager, DDD

NATIONAL POWER CORPORATION
(NPC)


ATTY. ROGEL T. TEVES
Vice President, PES

BY:

The SUPPLIER shall submit a Warranty Certificate for one (1) Year effective from the date of acceptance by NPC.

ARTICLE VII
LIQUIDATED DAMAGES

Should SUPPLIER fail to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period/s specified in the Contract, inclusive of duly granted time extensions if any, NPC shall, without prejudice to its 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 courses of action and remedies open to it.

ARTICLE VIII
NON-ASSIGNMENT AND NO SUB-CONTRACT

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

ARTICLE IX
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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MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)

JENEVIE S. CUERDO
Account Manager

BY:

SIGNED IN THE PRESENCE OF:

MARCELINE JIMENEZ
(SUPPLIER)

G. C. Y.

GODOFREDO B. MAGPOC, JR.
Manager, DDD

NATIONAL POWER CORPORATION
(NPC)

ATTY. ROGEL T. TEVES
Vice President, PES

BY:

**ARTICLE X
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 SUPPLIER 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 SUPPLIER 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 XI
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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the SUPPLIER 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 XII
WARRANTY CLAUSE**

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

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S A

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. ROGEL T. TEVES
Vice President, PES

SIGNED IN THE PRESENCE OF:



GODOFREDO B. MAGPOC, JR.
Manager, DDD

MAXIMUM SOLUTIONS CORPORATION
(SUPPLIER)

BY:


JENEVIE S. CUERVO
(SUPPLIER)

JENEVIE S. CUERVO
Account Manager

relatives within the 3rd 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; he 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 SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XIII
JOINT AND SEVERAL LIABILITY

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

ARTICLE XIV
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 XV
GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

ARTICLE XVI
VENUE OF ACTIONS

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.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 27 day of July, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION

MAXIMUM SOLUTIONS CORPORATION


(NPC)

(SUPPLIER)

BY:

BY:


ATTY. ROGEL T. TEVES
Vice President, PES *TK*


JENEVIE S. CUERDO
Account Manager

SIGNED IN THE PRESENCE OF:





GODOFREDO B. MAGPOC, JR.
Manager, DDD
(NPC)

(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	2023
JOB ORDER	76 113
COST CENTER	4112000 / 4113000
AMOUNT	₱ 223,561.65

(E) 4112000 ₱ 18,630.14
(G) 4112000 ₱ 74,520.55
(G) 4113000 ₱ 130,410.96

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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 Jul 27 2023, personally appeared **ATTY. ROGEL T. TEVES**, Vice President - PES, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300273, 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 Corporation 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. 411 ;
Page No. 84 ;
Book No. 1 ;
Series of 2023.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City


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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **MANILA CITY**, Philippines, this
_____ day of JUL 18 2022, personally appeared **MS. JENEVIE S. CUERDO**, Account Manager, **MAXIMUM SOLUTIONS CORPORATION** with Identification Document in the form of ACCOUNT NO. P35832 (CB), issued by DFA at NCR WEST, on October 21, 2019, 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 single proprietorship she represents.

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


ATTY. HENRY O. ADASA
Notary Public of MANILA
APPOINTED BY IBGP 31/2023
IBP Lifetime No. 1145/01/66/2020
PTR No. 19870, TIN NO. 172-528-620
MCLE COMP NO. VI-0000155 VALID UNTIL APRIL 14, 2025
(35) 1412 TRAYUMAN ST., STA. CRUZ MANILA

Doc. No.: 423
Page No.: 87
Book No.: 211
Series of 2023.

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Handwritten marks at the bottom right corner, including a checkmark and the letter 'P'.