

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. ROMMEL T. DURZON
(CONTRACTOR)


MARY JOY O. MARQUEZ
Authorized Representative

CONTRACT NO. LOG MSSP 2023-06-043-ALC
TWO (2) YEAR SUPPLY OF LABOR, MATERIALS AND EQUIPMENT
FOR THE REPAIR AND MAINTENANCE OF PRINTRONIX P7215
AND P8215 PRINTERS
HO-IST23-004/SVP221108-KA00425 (SVP4)

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 President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

AMERICAN TECHNOLOGIES, INC., a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at ATI Building, #5 Ideal cor. Mc Cullough Sts., Brgy. Addition Hills, Mandaluyong City, Philippines, herein represented by its Authorized Representative, **MS. MARY JOY O. MARQUEZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, NPC thru its Information System and Technology Division, needs a contract for the Supply of Labor, Materials and Equipment for the Repair and Maintenance of Printronix P7215 and P8215 for the generation of official reports;

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

WHEREAS, NPC accepted the said bid offer of the CONTRACTOR;

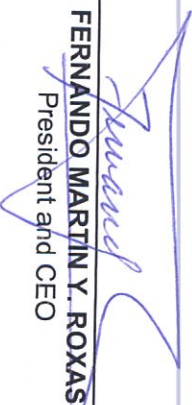
NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and American Technologies, Inc.
 Two (2) Year Supply of Labor, Materials and Equipment for the Repair and Maintenance of Printronix P7215 and P8215 Printers
 Contract No. LOG MSSP 2023-06-043-ALC
 Sheet 1 of 10

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BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. ROMAN I. JAPON
(CONTRACTOR)


MARY JOY O. MARQUEZ
Authorized Representative

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 Two (2) Year Supply of Labor, Materials and Equipment for the Repair and Maintenance of Printronix P7215 and P8215 Printers;
2. Result of Bid Opening and Post-Qualification Report dated 26 April 2023;
3. Notice of Award dated 09 June 2023;
4. CONTRACTOR's bid proposal dated 28 March 2023;
5. Notice to Proceed; and
6. The 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/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter 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, which shall start upon receipt of the Notice to Proceed:

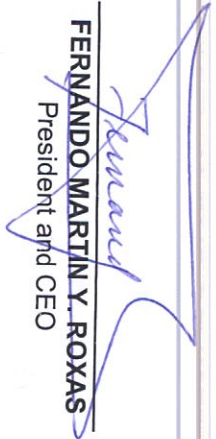
- a) Maintenance and Support
 - i) Unlimited service call
 - ii) Once every three (3) months, the service provider shall conduct a scheduled maintenance to be performed during normal working days and hours. The maintenance will include inspection, cleaning, diagnostics, adjustments and replacement of unserviceable parts.
 - iii) The Contractor shall be available at NPC Head Office within four (4) hours when requested for emergency maintenance during normal working days and hours.

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DOCUMENTS COMPRISING THE CONTRACT

ARTICLE I

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. ROMMEL I. TUBZON
(CONTRACTOR)

BY:


MARY JOY O. MARQUEZ
Authorized Representative

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The CONTRACTOR shall provide at least two (2) years Warranty on services rendered during the contract period.

GUARANTEE
ARTICLE V

Payment shall be quarterly and within thirty (30) days from receipt of the Quarterly billing together with the complete supporting documents as required by NPC. Checks will be prepared for payment to the CONTRACTOR subject to existing taxes.

The Total Contract Price for the Two (2) Year Supply of Labor, Materials and Equipment for the Repair and Maintenance of Printonix P7215 and P8215 Printers shall be in the amount of and not exceeding **PHILIPPINE PESOS: TWO HUNDRED EIGHTY THOUSAND PESOS (PHP 280,000.00).**

TOTAL CONTRACT PRICE AND PAYMENT TERMS

ARTICLE IV

Maintenance/Repair services shall be performed by the CONTRACTOR at ITSD Data Center, NPC Head Office, Dilliman, Quezon City.

The contract duration shall be **two (2) years, done on a quarterly basis** for the Supply of Labor, Materials and Equipment for the Repair and Maintenance of Printonix P7215 and P821 Printers and delivery period is **fifteen (15) days** upon issuance of the Notice to Proceed.

CONTRACT DURATION AND LOCATION

ARTICLE III

- iv) The Contractor shall issue back up unit with either the same model or higher model when the unit cannot be repaired within 24 hours.
- v) Any parts found defective shall be repaired or replaced at no cost to NPC.
- vi) Payment shall be after every quarter, after each completion of the preventive maintenance.

BY:

BY:

Fernando
FERNANDO MARTIN Y. ROXAS
President and CEO

Alexander P. Japon
ALEXANDER P. JAPON
Vice President, Admin and Finance

Mr. Rommel I. Turzon
MR. ROMMEL I. TURZON
(CONTRACTOR)

Mary Joy O. Marquez
MARY JOY O. MARQUEZ
Authorized Representative

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Should CONTRACTOR 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

LIQUIDATED DAMAGES

ARTICLE VII

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.

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.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to National Power Corporation.

c. Performance Securing Declaration

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.

a. Cash, Manager's/Cashier's Check, Bank/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.


To guarantee the faithful performance of its obligations under the Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

PERFORMANCE SECURITY

ARTICLE VI

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. ROMMEL L. TURZON
(CONTRACTOR)

BY:


MARY JOY O. MARQUEZ
Authorized Representative

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 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.

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.

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 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

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BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. ROMMEL I. JAPON
(CONTRACTOR)


MARY JOY D. MARQUEZ
Authorized Representative

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

WARRANTY CLAUSE
ARTICLE XII

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.

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.

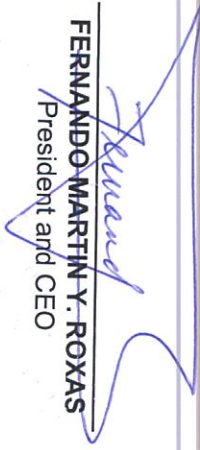
Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. 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.


PRE-TERMINATION
ARTICLE XI

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.


BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. KONNAL I. TIRON
(CONTRACTOR)


MARY JOY O. MARQUEZ
Authorized Representative

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JOINT AND SEVERAL LIABILITY

ARTICLE XIII

The liability of the CONTRACTOR 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 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

EFFECTIVITY

This Contract shall become effective upon the receipt of the Notice to Proceed.

ARTICLE XVI

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.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this JUL 06 2023 day of JULY, 2023 at Quezon City, Philippines.

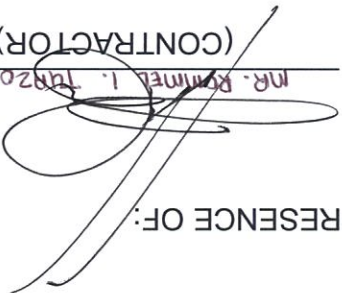
NATIONAL POWER CORPORATION (NPC)
AMERICAN TECHNOLOGIES, INC. (CONTRACTOR)

BY:  BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

MARY JOY O. MARQUEZ
Authorized Representative

SIGNED IN THE PRESENCE OF:


MR. ROMMEL I. TARZON

ALEXANDER P. JAPON
Vice President, Admin & Finance (NPC)

FUNDS AVAILABLE

Per CBI
FPD-24-06-5295
P7140,000.00
FPD-25-06-5277
P70,000.00

CERTIFIED FUNDS AVAILABLE
PERIOD: 2023
JOB ORDER: 52096
COST CENTER: 2015M
AMOUNT: P 70,000.00


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

q

REPUBLIC OF THE PHILIPPINES
QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 2nd day of June 2023, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. 7432 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.: _____

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; Tartac
PTR No. 4028415; 01/03/2023; Quezon City
MCL No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Doc. No. 384
Page No. 39
Book No. 1
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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 JUL 06 2023 day of _____, 2023, personally appeared **MS. MARY JOY O. MARQUEZ**, Authorized Representative, **AMERICAN TECHNOLOGIES, INC.**, with Identification Document in the form of, TIN 10 issued by BIR at Quezon City, on July 13, 2016, 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 Company 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.: _____

ATTY. AIRA ALYSSA CABALLERO
NOTARY PUBLIC FOR MANDALUYONG
Until December 31, 2023
PTR No. 0162283 01/05/2023 Mand. City
IBP No. 271893 01/05/2023 RSM
Comm. No. 0621-22/Roll No. 77968 05/11/2022
MCLE No. Exempted/Newly Admitted
304-B A.A. Tanco Bldg., 22 Shaw Blvd., Mand. City

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