

CONTRACT NO. LOG MSSP 2024-01-019-DVA

**TWO (2) YEARS PREVENTIVE MAINTENANCE OF ELEVATOR UNIT
AT NPC HEAD OFFICE, DILIMAN, QUEZON CITY
HO-TFM24-009 / SVP231211-KB00420 (SVP2)**

DEX INTERNATIONAL CO.
(CONTRACTOR)


MARK ANTHONY M. AGGABAO
Authorized Representative


BY:

SIGNED IN THE PRESENCE OF:


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


ZANDRO ORTEGA
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

BY:

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, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its OIC-OVP, Administration and Finance, **MS. LORLINA E. BOMEDIANO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

DEX INTERNATIONAL CO., a partnership, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at No. 1 Kalantiaw St., cor. J. P. Rizal Avenue, Brgy. San Roque, Project 4, Cubao, Quezon City, Philippines, herein represented by its Authorized Representative, **MR. MARK ANTHONY M. AGGABAO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 15 December 2023, NPC posted the Invitation to Bid for the Small Value Procurement for the Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 18 December 2023;

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

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:

Contract between NPC and Dex International Co.
Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2024-01-019-DVA

DEX INTERNATIONAL CO.
(CONTRACTOR)

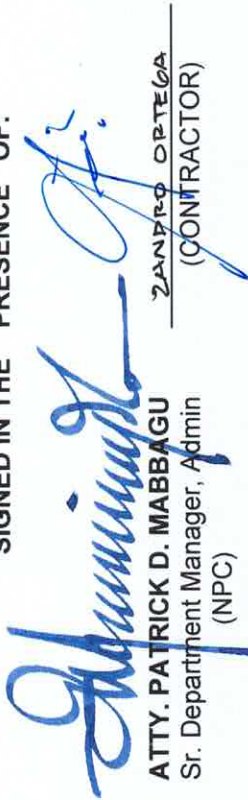
BY:


MARK ANTHONY M. AGGABAO
Authorized Representative

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


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


FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

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 Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City under PR No. HO-TFM24-009 / SVP231211-KB00420 (SVP2);
2. Bid Opening and Post Qualification Report dated 22 December 2023;
3. Contractor's Bid Proposal dated 15 December 2023;
4. Notice of Award dated 29 January 2024;
5. Notice to Proceed;

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 WORK

Equipment	: Passenger Elevator
Manufacturer	: YUSAKI
Quantity	: One (1) unit
Drive System	: Gearless Traction Machine
Control System	: Electronic (Microprocessor)
Capacity	: 630 kg/9 person
Speed	: 1 m/s
No. of Stops/Openings	: Three (3)
Elevator Parts (w/ installation)	
• Elevator Soft Touch Push Button	
• Elevator LED Cabin Light	
• Door wire rope with fixed screw bolt	
• Spring for Hall Door	
• Door Guide Shoe	
• Elevator Wire Rope 8mm x 140m Length	

1. The CONTRACTOR shall provide a **minimum of two (2) technical personnel** during the conduct of NPC-Main Building Elevator Preventive Maintenance. The technical personnel are required to present their COVID-19 vaccination card to the lobby guard upon entering the NPC building during the scheduled maintenance.
2. The CONTRACTOR shall conduct repair/corrective maintenance for any abnormal operation and/or stoppage of elevator. CONTRACTOR shall


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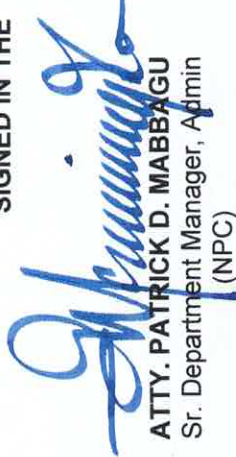
DEX INTERNATIONAL CO.
(CONTRACTOR)

BY:


MARK ANTHONY M. AGGABAO
Authorized Representative

SIGNED IN THE PRESENCE OF:


ZANDRA DE TEJA
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO
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immediately provide necessary servicemen within twenty-four (24) hours to correct the abnormal operation and/or have the elevator in operation.

3. The utmost care shall be strictly observed by the CONTRACTOR during the conduct of work to avoid damage of any kind to the existing equipment, components & structure on site.

In the event that any such damage should occur due to the carelessness, negligence or fault of the CONTRACTOR, the CONTRACTOR shall repair or replace all damaged items at his own expense and to the satisfaction of NPC.

4. The maintenance works and services to be performed by the CONTRACTOR shall essentially consist of but not limited to the following:

4.1 Preventive Maintenance (Monthly)

- Preventive Maintenance activity shall be performed by the CONTRACTOR on weekdays or holidays.
- The CONTRACTOR shall conduct regular Preventive Maintenance. The CONTRACTOR shall prepare an Elevator Preventive Maintenance Checklist to be approved by the End-User. CONTRACTOR shall submit a monthly maintenance schedule to be approved by the End-User.
- The CONTRACTOR shall conduct/perform elevator electro-mechanical parts cleaning, adjustment, greasing and oiling as per approved PM checklist and equipment manufacturer standard procedures. CONTRACTOR shall provide all consumables (rags, lubricants, grease, cleaning agent, etc.).
- Prepares and submits reports to End-User after the completion of every elevator preventive maintenance period including any elevator problem/abnormality/trouble which may result to elevator downtime. The report shall be signed by the authorized representatives of both CONTRACTOR and NPC.

4.2 Repair Works

- Should any parts of the unit require repair works during the contract period and to avoid disruption of the operation of the elevator unit, the CONTRACTOR shall undertake said repair works as need arises or at a pre-arranged schedule depending on the necessity or urgency of the need.
- No repair/corrective maintenance/replacement of parts shall be done without written approval of NPC authorized personnel. The CONTRACTOR shall submit to NPC details of the repair works indicating the methodology, supplies and materials needed, parts to be replaced and the duration of

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Sr. Department Manager / Admin
(NPC)


ZANDEG ORTEGA
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

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FERNANDO MARTIN Y. ROXAS
President and CEO
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repair activities. NPC has the option to require the CONTRACTOR to undertake the repair works during the CONTRACTOR's non-working time if necessary, depending on the urgency or need. Labor and consumable materials are already considered/covered under the cost of the preventive maintenance.

- Elevator parts listed above will be used for the replacement of damaged parts during the contract period. CONTRACTOR shall submit replacement report including completion date for the corrective maintenance/repair for NPC's reference.
- All supplies/materials and parts not included in the Terms of Reference that will be used for the repair/replacement of damaged parts shall be procured in separate transactions following the revised Implementing Rules and Regulations of the Republic Act 9184.
- All repair work shall be done in accordance with the requirements of the manufacturer and accepted industry practice. Only qualified trained technicians shall undertake the repair work. The repair works must be witnessed by NPC's authorized representative/s. Repair works shall be guaranteed by the CONTRACTOR for at least one (1) year after NPC's acceptance.

4.3 Other Maintenance Activities

- The CONTRACTOR shall perform the following services without any additional fee:
 - Installation of minor parts and accessories not requiring extensive dismantling of equipment.
 - Study and recommend any future improvement of the elevator unit.
5. The CONTRACTOR shall follow IATF and DOH guidelines during the Preventive Maintenance Schedule. All requirements regarding their policies should be strictly complied with which includes but not limited to wearing of facemask and face shield, social distancing, etc.
6. The CONTRACTOR shall supply the following Elevator Parts listed above for replacement of damaged parts during the contract period. All unused accessories will be installed or turned over to NPC representatives before the last day of the contract.

ARTICLE III
CONTRACT DURATION

CONTRACTOR shall complete all the works specified in the Terms of Reference within Two (2) Years reckoned from the date stated in the Notice to Proceed.

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(CONTRACTOR)

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Authorized Representative

SIGNED IN THE PRESENCE OF:


ZANDRO J. ORTEGA
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO
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ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

No.	Work/Item Description	Qty.	UOM	Unit Price	Total Price
1	Elevator Maintenance	24	months	₱12,000.00	₱288,000.00
	<i>Elevator Parts</i>				
2	Elevator Soft Touch Push Button	3	pcs	₱2,500.00	₱7,500.00
3	Elevator LED Cabin Light	2	pcs	₱1,800.00	₱3,600.00
4	Door wire rope with fixed screw bolt	3	pcs	₱3,000.00	₱9,000.00
5	Spring for Hall Door	3	pcs	₱3,800.00	₱11,400.00
6	Door Guide Shoe	3	pcs	₱2,500.00	₱7,500.00
7	Elevator Wire Rope 8mm diameter x 140 m length	140	mtrs	₱520.00	₱72,800.00
Grand Total					₱399,800.00

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 Philippine Pesos and in accordance with the Contract documents the amount of **THREE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED PESOS ONLY (₱ 399,800.00)**.

Payment for the Elevator Maintenance Service to be undertaken by the CONTRACTOR for Two (2) years contract is inclusive of VAT and shall be made in twenty-four (24) equal monthly payments. Monthly payments shall be made every last day of the month and after the submission of the monthly maintenance report.

Payment for the Elevator parts which will be inclusive of VAT shall be made after the delivery, installation, and submission of maintenance report.

ARTICLE V
GUARANTEE

The CONTRACTOR shall provide warranty for three (3) months for Expendable Supplies and one (1) year for Non-Expendable Supplies after final acceptance of the delivered parts and services by the end-user.

ARTICLE VI
LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to 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

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the Contract without prejudice to other courses of action and remedies open to it.

**ARTICLE VII
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 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; 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 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 VIII
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 IX
GOVERNING LAW**

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

**ARTICLE X
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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

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Authorized Representative

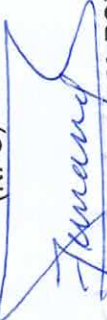
SIGNED IN THE PRESENCE OF:

BY: 
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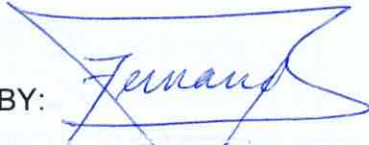
NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 08 day of MARCH, 2024 at Quezon City, Philippines.

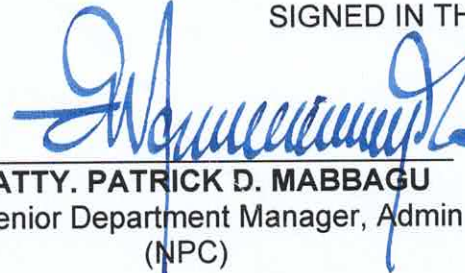
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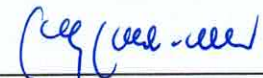
BY: 
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SIGNED IN THE PRESENCE OF:


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


ZANDRO ORTEGA
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	JO 1004350
COST CENTER	2602010
AMOUNT	₱ 166,583.33

Certificate of Budgetary Inclusion

Period:	FY 2025
WO/JO:	JO 1004350 FPD-25-02-5402
Cost Center:	2602010
Amount:	₱ 199,900.00

Certificate of Budgetary Inclusion

Period:	FY 2026
WO/JO:	JO 1004350 FPD-26-02-5682
Cost Center:	2602010
Amount:	₱ 33,316.67

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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 MAR 08 2024, 2024, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 426 ;
Page No. 87 ;
Book No. 3 ;
Series of 2024.

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. 307797; 01/31/2023; Tareac
PTR No. 5661368; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of 28 FEB 2024, 2024, personally appeared **MR. MARK ANTHONY M. AGGABAO**, Authorized Representative, **DEX INTERNATIONAL CO.**, with Identification Document in the form of DRIVER'S LICENSE, issued by LAND TRANSPORTATION OFFICE at QUEZON CITY, on Jan. 10, 2023, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 143
Page No.: 030
Book No.: XVI
Series of 2024.


ATTY. CHRISTIAN BENEDICT T. BRISON
NOTARY PUBLIC FOR AND IN QUEZON CITY
Until December 31, 2024
ADM. Matter No. 256 (2023-2024)
PTR No. 1586094 / 01-03-23 Abra
MCLE Compliance No. VI-0020767 / 22 March 2019 Extended
Room 402 Ablaza Bldg., E. Rodriguez Sr., Avenue
Brgy. Tatalon Quezon City

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