

CONTRACT NO. LOG MSSP 2021-07-052-ZCT

TWO (2) YEARS PREVENTIVE MAINTENANCE OF ELEVATOR UNIT AT NPC HEAD OFFICE, DILIMAN, QUEZON CITY HO-TFM21-062 / SVP210603-AD00174

BY: *[Signature]*
RAMIL C. ACQUIATAN
Authorized Representative

BY: *[Signature]*
IVY STEENA D. ISLARA
(CONTRACTOR)

BY: *[Signature]*
MARCIANA B. GUINTO
SDM - Administration (NPC)

BY: *[Signature]*
ALEXANDER P. JAPON
VP-Admin and Finance

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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President – Admin & Finance, **MR. ALEXANDER P. JAPON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

NANOTECH INTERNATIONAL LIFT SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 46B, A & B JTVCF Building, Luzon Street, Central Signal Village, Taguig City, herein represented by its Authorized Representative, **MR. RAMIL C. ACQUIATAN**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 26 May 2021, 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 submitted bid quotation on the scheduled bid opening on 03 June 2021;

WHEREAS, CONTRACTOR's quotation 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:

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT

[Handwritten marks]

**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-TFM21-062 / SVP210603-AD00174;
2. Post Qualification Report dated 24 June 2021;
3. Bid Opening Report dated 08 June 2021;
4. Contractor's bid proposal dated 03 June 2021;
5. Notice of Award dated 07 July 2021;
6. 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 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 WORK**

1. Contractor shall conduct repair/corrective maintenance for any abnormal operation and/or stoppage of elevator. Contractor shall immediately provide necessary servicemen to correct the abnormal operation and/or have the elevator operation.
2. Contractor shall conduct regular Preventive Maintenance Inspection. Contractor shall prepare 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.
3. 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.)

Utmost care shall be strictly observed by the Contractor during conduct of work to avoid damage of any kind to the existing equipment, components & structure at site.

In the event that any such damage should occur due to the carelessness, negligence or fault of the Contractor, the Contractor shall

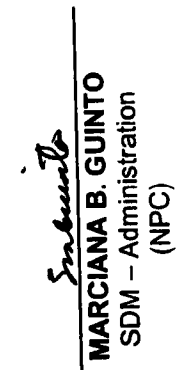
BY: 
RAMIL C. ACQUIATAN
Authorized Representative

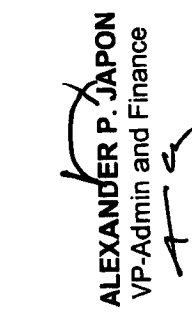
BY: 
IVY STEVAN D. KLETA
(CONTRACTOR)

PRESENCE OF:

SIGNED IN THE

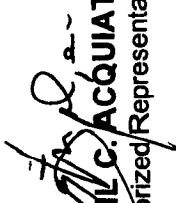
NATIONAL POWER CORPORATION (NPC)


MARCIANA B. GUINTO
SDM - Administration (NPC)

BY: 
ALEXANDER P. JAPON
VP-Admin and Finance

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT




BY: 
RAMIL C. ACQUIATAN
Authorized Representative

repair or replace all damaged items at his own expense and to the satisfaction of NPC.

4. Prepares and submit 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.
5. 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.
6. For any damaged part that requires replacement that were not included on the Terms of Reference, the Contractor shall submit proposal and quotation (labor, parts & materials) including completion date for the corrective maintenance/repair for NPC's reference.
7. No repair/corrective maintenance/ replacement of parts shall be done without approval of NPC authorized personnel. All supplies/materials and parts that will be used for the repair/replacement of damaged parts shall be procured in separate transaction following the revised Implementing Rules and Regulations of the Republic Act 9184.
8. The Contractor shall follow IATF and DOE guidelines during Preventive Maintenance Schedule. All requirements regarding COVID-19 policies should be strictly complied which includes but not limited to wearing of facemask and faceshield, social distancing, etc.
9. In the event that COVID vaccine is freely available in the market, the Contractor should submit proof of vaccination on the technical personnel before the scheduled maintenance.


MYRTHENIA D. ISLETA
(CONTRACTOR)


MARCIANA B. GUINTO
SDM -- Administration
(NPC)

ARTICLE III
CONTRACT DURATION

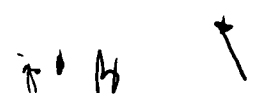
Contractor shall complete all the works specified in the terms of reference within Two (2) Years reckoned from the date stated in the Notice to Proceed.

BY: 
ALEXANDER P. JAPON
VP-Admin and Finance

ARTICLE IV
PAYMENT

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 SIXTY THOUSAND PESOS ONLY (P 360,000.00)**.

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT



BY: *[Signature]*
RAMIL K. ACQUIATAN
Authorized Representative

[Signature]
NY STEPHEN D. ISLETA
(CONTRACTOR)

[Signature]
MARCIANA B. GUINTO
SDM - Administration
(NPC)

BY: *[Signature]*
ALEXANDER P. JAPON
VP-Admin and Finance

Payment for the Preventive Maintenance Service to be undertaken by the Contractor for Two (2) Years contract shall be made on **twenty-four (24) equal payments or monthly basis inclusive of VAT.**

**ARTICLE V
GUARANTEE**

The CONTRACTOR shall provide warranty for a minimum period of **three (3) months, in the case of Expendable Supplies or a minimum period of one (1) year, in the case of Non-Expendable Supplies** after final acceptance by the end-user of the delivered items.

**ARTICLE VI
LIQUIDATED DAMAGES**

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 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 VII
WARRANTY CLAUSE**

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 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 CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT

[Handwritten marks]

**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 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 5TH day of AUGUST, 2021 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

**NANOTECH INTERNATIONAL
LIFT SERVICES, INC.
(CONTRACTOR)**

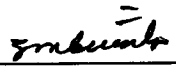
BY:

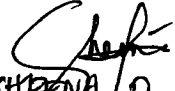
BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance


MR. RAMLAC ACQUIATAN
Authorized Representative

SIGNED IN THE PRESENCE OF:



MARCIANA B. GUINTO
Senior Department Manager, Admin
(NPC)


IVY SHEENA D. BLETA
(CONTRACTOR)

Per attached signed CBI # PPD-22-07-5541
in the amount of ₱ 180,000
Per attached signed CBI # PPD-23-07-5394
in the amount of ₱ 120,000

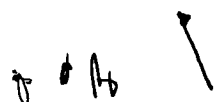
Nm - mm (m)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Senior Department Manager, Finance

2021
JOA004016
2602010
PLG, m

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT



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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of AUG 04 2021, 2021, personally appeared **MR. ALEXANDER P. JAPON**, Vice President-Admin and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300013, known to me and to me known to be the same person who executed the foregoing instrument consisting of seven (7) 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, 2021
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 154 ;
Page No. 32 ;
Book No. 1 ;
Series of 2021.


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 105943; 02/10/2020; RSM
PTR No. 0730697; 01/07/2021; Quezon City
MCLE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT

↑ A M ↑

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **TAGUIG CITY**, Philippines, this 22 JUL 2021, 2021, personally appeared **MR. RAMIL C. ACQUIATAN**, Authorized Representative, **NANOTECH INTERNATIONAL LIFT SERVICES, INC.** with Identification Document in the form of Driver's License, issued by LTO at Taguig City, on 11/12/2019, known to me and to me known to be the same person who executed the foregoing instrument consisting of seven (7) 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, 2021
IBP Lifetime No.: _____
PTR No. _____

Doc. No.: 191
Page No.: 39
Book No.: II
Series of 2021.

ATTY. IRISH S. PRECION
Roll of Attorneys No. 69281/05.31.17
PTR No. A-5061759/01.14.2021 (Taguig City)
IBP No. 111043/01.08.2020
MCLE Exemption No. VI-002453 valid until 14, April 2022
Unit 1124 Tower 2 Grace Residences Condominium
Levi Mariano Ave. Taguig City

Contract between NPC and Nanotech International Lift Services, Inc.
Two (2) Years Preventive Maintenance of Elevator Unit at NPC Head Office, Diliman, Quezon City
Contract No. LOG MSSP 2021-07-052-ZCT

↑
A H