


BY:

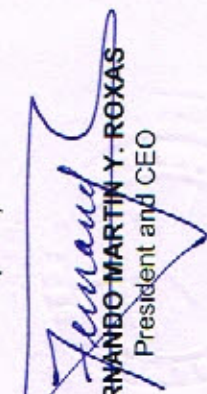

SHEKHARNE THAU
(SUPPLIER)

MARK ANGELO D. ORLEANS
Account Manager

SIGNED IN THE PRESENCE OF:


VIRGILIO SULEYBA
Manager
Information and Technology Services
Department
(NPC)

NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

CONTRACT NO. LOG MSSP 2023-01-001-MDC

SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND TESTING OF SECURE ENTERPRISE WIRELESS NETWORK HO-IST22-008 / PB220718-NA00269

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

- and -

UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Newstreet Bldg., Mc Arthur Highway, Balibago, Angeles City, Pampanga, Philippines, herein represented by its Account Manager, **MR. MARK ANGELO D. ORLEANS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 29 June 2022, NPC posted the Invitation to Bid for the Public Bidding of the Supply, Delivery, Installation, Configuration and Testing of Secure Enterprise Wireless Network;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 21 November 2022;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;


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:

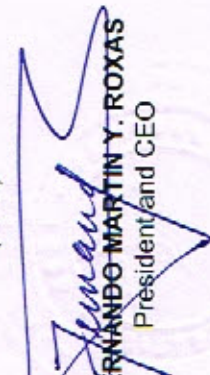
Contract between NPC and Universal Access & Systems Solutions Philippines, Inc.
Supply, Delivery, Installation, Configuration and Testing of Secure Enterprise Wireless Network
Contract No. LOG MSSP 2023-01-001-MDC

BY:


MARK ANGELO D. ORLEANS
Account Manager


SHEANINE TAN
(SUPPLIER)


VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)


FERNANDO MARTIN Y. ROXAS
President/and CEO

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. Bidding Documents for the Supply, Delivery, Installation, Configuration and Testing of Secure Enterprise Wireless Network under PR No. HO-IST22-008 / PB220718-NA00269;
2. Notice of Award dated 13 January 2023;
3. Post Qualification Report dated 22 December 2022;
4. Bid Opening Report dated 22 November 2022;
5. Supplemental/Bid Bulletin Nos. 1 and 2 dated 15 July 2022 and 10 November 2022;
6. SUPPLIER's bid proposal dated 19 November 2022;
7. Notice to Proceed; and
8. 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 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

The Project shall include the supply, delivery, installation, configuration, training and technical support for the Secure Enterprise Wireless Network system for National Power Corporation, Information and Technology Services Department. The project shall consist of but not limited to the following:

1. Supply, installation and configuration of all deliverable network components, cabling requirements, terminators and accessories;
2. End-to-end testing and commissioning of all installed network components and cables;
3. Labeling of the network components, cables and access points;
4. Provision of the design plan, as-built drawings and documentation; and
5. Administration training for at least five (5) IT personnel.

ARTICLE III
PROJECT DURATION AND LOCATION


The contract duration shall be **SIXTY (60) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

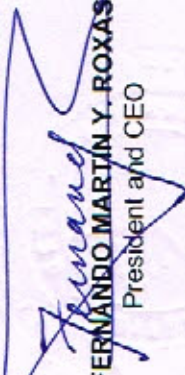
The materials to be supplied shall be delivered to Information and Technology Services Department, NPC-HO Diliman, Quezon City.

Contract between NPC and Universal Access & Systems Solutions Philippines, Inc.
Supply, Delivery, Installation, Configuration and Testing of Secure Enterprise Wireless Network
Contract No. LOG MSSP 2023-01-001-MDC

BY: 
MARK ANGELO D. ORLEANS
Account Manager

BY: 
UHERMARIE TAN
(SUPPLIER)

BY: 
VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

Any and/or all expenses arising through the lack of knowledge of the Bidder regarding the existing conditions of the delivery site shall be his responsibility and no additional payment thereof shall be made by NPC.

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS SIX MILLION NINE HUNDRED THOUSAND NINETY EIGHT AND 93/100 (PHP 6,900,098.93) ONLY.**

The Total Contract Price specified above shall be paid in accordance with the provision of Section IV-GCC, Clause 2 of the Bidding Documents.

All taxes, custom duties, tariffs, exports, excise and all other taxes assess and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the SUPPLIER.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the SUPPLIER.

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

MARK ANGELO D. ORLEANS
Account Manager

BY:

SHEILA MAINE TAN
(SUPPLIER)

VIRGILIO S. DEYBA
Manager
Information and Technology Services
Department
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

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
WARRANTY/GUARANTEE BOND


To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for three (3) years after the acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the SUPPLIER's option, either retention money in an amount equivalent to at least one percent (1%) but not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

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 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 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

BY: 
MARK ANGELO D. ORLEANS
Account Manager

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-SUPPLIER 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-SUPPLIER 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-SUPPLIER, 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**

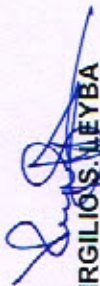
NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The SUPPLIER shall take all reasonable steps to minimize the costs allocable to the work covered by such order during 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.


SHERRAINE TAN
(SUPPLIER)


VIRGILIO S. MEYBA
Manager
Information and Technology Services
Department
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

MARK ANGELO D. ORLEANS
Account Manager

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 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.

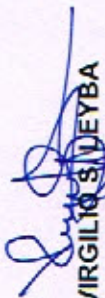
ARTICLE XIV
VALIDITY CLAUSE


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
GUARANTEE

The SUPPLIER shall guarantee to complete the repair, and/or replacement within sixty (60) calendar days of the supplied wireless network


SHEELA JANE TAN
(SUPPLIER)



VIRGILIO S. DEYBA
Manager
Information and Technology Services
Department
(NPC)

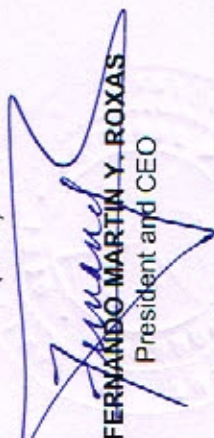

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(SUPPLIER)


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Manager
Information and Technology Services
Department
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

equipment and accessories at his own expense against defects in design, workmanship and materials for three (3) years after acceptance by NPC.

The SUPPLIER must guarantee that the unit will perform in the manner as outlined in the manual and the Contract.

The SUPPLIER shall submit a Warranty Certificate effective from the date of acceptance by NPC.

After the lapse of the warranty period, provided that there are no defects found and/or pending repair works, NPC shall release the warranty security/certificate.

ARTICLE XVI
EFFECTIVITY

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

ARTICLE XVII
VENUE OF ACTION

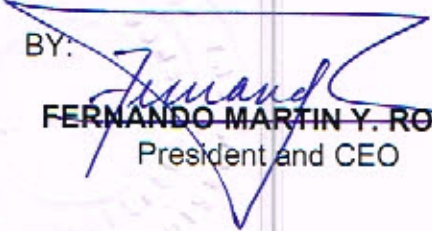
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines only.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 9th day of February, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INC.
(SUPPLIER)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

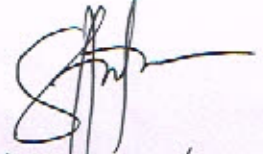
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MARK ANGELO D. ORLEANS
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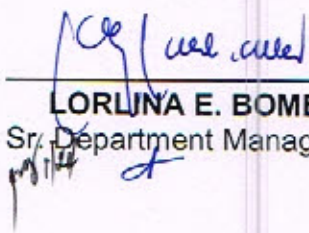
SIGNED IN THE PRESENCE OF:


VIRGILIO S. LEYBA

Manager
Information and Technology
Services Department
(NPC)


SHERMAINE TAN
(SUPPLIER)

FUNDS AVAILABLE


LORINA E. BOMEDIANO

Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE

| | |
|-------------|----------------|
| PERIOD | 2023 |
| JOB ORDER | W08-1996213 |
| COST CENTER | 2013ms |
| AMOUNT | P 6,900,098.93 |

omrc(1) P 1,997,134.78
mm-omrc(6) P 4,902,964.65

Contract between NPC and Universal Access & Systems Solutions Philippines, Inc.
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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 **FEB 09 2023**, 2023, 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 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. 372 ;
Page No. 75 ;
Book No. 321 ;
Series of 2023.

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sct. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22

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