CONTRACT NO. LOG MSSP 2024-07-086-MDC
UPGRADING OF VARIOUS TELEMETRY SYSTEMS OF FFWSD PROJECT
PR NO. HO-FFW23-010 / PB231003-CM00289 (PB3)

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

- and -

MASSIVE INTEGRATED TECH SOLUTIONS INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 23 Columbus Street, Vista Verde Executive Village, Barangay San Isidro, Cainta, Rizal, Philippines, herein represented by its Sales Manager, MS. IRENE B. BACACAO, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 16 April 2024, NPC posted the Invitation to Bid for the 3rd Public Bidding of the Upgrading of Various Telemetry Systems of FFWSD Project;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 07 May 2024;

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 Massive Integrated Tech Solutions Inc.
Upgrading of Various Telemetry Systems of FFWSD Project
Contract No. LOG MSSP 2024-07-086-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 14

BY:

CONTRACTOR)

NERIO GESONOSIERRA Manager, Dams Management Dept (NPC)

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ARTICLE I

DOCUMENTS COMPRISING THE CONTRACT

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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:

- Bidding Documents for the Upgrading of Various Telemetry Systems of FFWSD Project under PR No. HO-FFW23-010 / PB231003-CM00289 (PB3);
- 2. Notice of Award dated 02 July 2024;
- 3. Post Qualification Report dated 24 May 2024;
- 4. Bid Opening/Evaluation Report dated 07 May 2024;
- 5. CONTRACTOR's bid proposal dated 07 May 2024;
- 6. Notice to Proceed; and
- 7. The Performance Security to be filed by 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 WORK

The scope of work of the project shall cover but not limited to the following:

- 1. Supply, installation, test and commissioning of new Monitoring Station equipment and devices including associated parts and accessories to the following dam offices:
 - a. Binga Dam Office
 - b. San Roque Dam Office
 - c. Angat Dam Office
- 2. Supply, installation, test and commissioning of station equipment and devices including associated parts and accessories to the following sites:
 - a. Ambuklao-Binga Telemetry System
 - a.1 Mt. Toyangan Repeater Station
 - a.2 Badayan Rain Gauge Station
 - a.3 Apunan Rain Gauge Station
 - a.4 Bobok Rain Gauge Station
 - a.5 Ambuklao RG Station
 - a.6 Binga Rain Gauge Station

Contract between NPC and Massive Integrated Tech Solutions Inc. Upgrading of Various Telemetry Systems of FFWSD Project Contract No. LOG MSSP 2024-07-086-MDC

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IRENE BACACAO Sales Manager

BY:

Horberto G. Replays (CONTRACTOR)

MERIO CASOMOSIERRA Manager, Dams Management Dept. (NPC)

VDO MARTIN Y. ROXAS

BY:

- a.7 Ambuklao Dam Water Level Stationa.8 Binga Dam Water Level Station
- b. San Roque Telemetry Systemb.1 San Roque Dam Water Level Station
- c. Angat Telemetry System
 - c.1 Angat Dam Relay Station Repeater
 - c.2 Maputi Rain Gauge Station
 - c.3 Talaguio Rain Gauge Station
 - c.4 Matulid Rain Gauge Station
 - c.5 Angat Rain Gauge Station
 - c.6 Angat Dam Water Level Station
- 3. Supply, installation, programming and configuration of necessary Application Software(s) for the three (3) system;
- Supply and installation of water level structure to the following stations:
 - a. Ambuklao Dam Water Level Station
 - b. Binga Dam Water Level Station
 - c. San Roque Dam Water Level Station
 - d. Angat Dam Water Level Station
- 5. Supply and installation of fence to the following stations:
 - a. Ambuklao Dam Water Level Station
 - b. Binga Dam Water Level Station
- 6. Supply and installation of staff gauge at Angat Dam;
- 7. Integration of the repeater, rain gauges and water level stations to its designated monitoring stations/systems;
- Supply/Provision of recommended spare parts, special equipment/ devices/tools/instruments and consumables necessary during implementation/testing and commissioning for the satisfactory completion of the project and/or for the repair and maintenance of the system;
- Conduct actual assessment of the present conditions of the existing structures and facilities affected by the works;
- 10. Overall test and commissioning of the system;
- 11. Provide training to at least ten (10) NPC FFWSDO personnel on proper operation, troubleshooting and maintenance;
- 12. Provide highly qualified personnel for the installation, test and commissioning works and conduct of training and workshop for NPC personnel regarding operation and configuration of the system

Contract between NPC and Massive Integrated Tech Solutions Inc. Upgrading of Various Telemetry Systems of FFWSD Project Contract No. LOG MSSP 2024-07-086-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 3 of 14

Harbert G. Reblu

NÉRIO GASCINOSIERRA Manager, Dams Management Dept (NPC)

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(hardware and software associated with the system) and troubleshooting, repair and maintenance of the supplied equipment:

- 13. Provide support services rendered upon request and submittal of problem identification analysis from NPC in the event of any abnormality occurs within the warranty period at no cost to NPC;
- 14. Preparation of Plans, Drawings and Network Diagrams;
- 15. Submit relative drawings, brochures and documents for approval prior to procurement/implementation of materials and equipment including as-built drawings and operation and maintenance manuals upon completion of the project or prior to acceptance of the works.
- 16. Secure all necessary statutory construction and operation permits and licenses. All fees to be incurred in securing permits and licenses shall be at the expense of the Contractor;
- Clean up of work areas after the completion of work covered by the contract.

The Contractor shall conduct site inspection to verify and assess the extent of the related and incidental works needed to implement the work competently and efficiently.

The Work shall include all and every work and service although not specifically detailed herein but are required to fully complete and make ready the safe and reliable operation of the aforementioned flood forecasting system.

TRAINING

The Contractor shall provide a comprehensive training for a minimum of ten (10) NPC end-user personnel for the operation, configuration and maintenance of the Project. This is to prepare the training participants, whether hydrologists, engineers and technicians, to be able to operate and maintain the system proficiently.

Provide highly qualified personnel for the conduct of training/workshop, Telecom Engineer(s) and/or IT Specialist(s)/Programmer(s) with at least two (2) years technical experience in installing or maintaining the same system as the project (software and hardware). While a Hydrologist or Hydro meteorologist with at least two (2) years of experience in operating the offered hydrological monitoring application software together with hierarchical database is required to conduct related training and give more systematic and scientific approach in hydrological analysis. Submit corresponding Bio Data or Curriculum Vitae.

Training shall include, as a minimum of classroom instruction courses and hands-on training to enable NPC personnel to familiarize the system and be able to manage, install, configure, test, commission, maintain, operate and service the system particularly on the following:

1. Hydrological Monitoring System Overview, Network Diagram and

Contract between NPC and Massive Integrated Tech Solutions Inc. Upgrading of Various Telemetry Systems of FFWSD Project Contract No. LOG MSSP 2024-07-086-MDC

AFG-LOG-007.F01 Rev. No. 0 Sheet 4 of 14

BY:

(CONTRACTOR)

NERIO 6: SUMOSIERRA Manager, Dams Management Dept. (NPC)

Sident and CEO

Equipment Component;

- 2. Operating procedures for the entire system:
- 3. System configuration and programming;
- 4. Database maintenance; and
- 5. Hardware and software/firmware troubleshooting and repair

The cost of performing the training course shall be included in the Schedule of Requirements.

ARTICLE III PROJECT DURATION AND LOCATION

The contract duration shall be within two hundred (200) calendar days reckoned from receipt of Notice to Proceed.

CONTRACTOR shall submit for approval project implementation schedule/detailed activities to meet the aforementioned contract duration.

The works/activities to be done shall cover the following locations:

	Station Name	Address	Latitude	Longitude
	. Ambuklao-Bing	a Dam Telemet	ry System	
M	onitoring Station			
a.	Binga Dam Office Monitoring Station	NPC Binga Dam Office, Binga HEPP Compound, Brgy. Tinongdan, Itogon, Benguet	16°23'19.06"N	120°43'46.41"E
Re	epeater Station			
a.	Mt. Toyangan Repeater Station	NPC Repeater Station, Mt. Toyangan, Brgy. Nawal, Atok, Benguet	16°34'10.37"N	120°44'28.34"E
Ra	ain Gauge Station			
a.	Badayan Rain Gauge Station	Brgy. Baculongan Norte, Buguias, Benguet	16°45'8.5"N	120°49'56.04"E
b.	Apunan Rain Gauge Station	Brgy. Adaoay, Kabayan, Benguet	16°34'17.45"N	120°49'33.43"E
c.	Bobok Rain Gauge Station	Bobok-Bisal Brgy. Hall,	16°26'54"N	120°49'6"E

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AFG-LOG-007.F01 Rev. No. 0 Sheet 5 of 14

BY:

Manager, Dams Management Dept

BY:

BY:

SIGNED IN THE PRESENCE OF:	7	Horberto 5. Reduce IV.	(CONTRACTOR)
SIGNED IN THE	4	NERIO G. SOMOSIERRA	Manager, Dams Management Dept. (NPC)
NATIONAL POWER CORPORATION (NPC)	BY:	FERNANDO MARTINY. ROXAS	President and CEO

_		1-		
		Brgy. Bobok-		
		Bisal, Bokod, Benguet		
		Ambuklao		
d.	Ambuklao Rain Gauge Station	Dam Crest, Brgy. Ambuklao, Bokod, Benguet	16°27'35.5"N	120°44'43.05"E
e.	Binga Rain Gauge Station	NPC Binga Dam Office, Binga HEPP Compound, Brgy. Tinongdan, Itogon, Benguet	16°23'19.06"N	120°43'46.41"E
f.	Ambuklao Dam Water Level Station	Ambuklao Dam Crest, Brgy. Ambuklao, Bokod, Benguet	16°27'35.5"N	120°44'43.05"E
g.	Binga Dam Water Level Station	NPC Binga Dam Office, Binga HEPP Compound, Brgy. Tinongdan, Itogon, Benguet	16°23'19.06"N	120°43'46.41"E
2.	San Roque Dam	Telemetry Syste	em	•
M	onitoring Station			Y
a.	Dam Office Monitoring Station	Operator's Village, San Roque Dam, San Roque, San Manuel, Pangasinan	16°07'56.2"N	120°40'46.6"E
W	ater Level Station			
a.	San Roque Dam Water Level Station	SRPC Compound, Brgy. San Roque, San Manuel, Pangasinan	16°08'59.0"N	120°40'55.0"E
	Angat Dam Telem	netry System		
Re	peater Station	1.000		_
a.	Angat Dam Relay Station	Hilltop, Brgy. San Lorenzo, Norzagaray,	14°54'10.23"N	121°09'18.38"E

Contract between NPC and Massive Integrated Tech Solutions Inc. Upgrading of Various Telemetry Systems of FFWSD Project Contract No. LOG MSSP 2024-07-086-MDC

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NATIONAL POWER CORPORATION (NPC)	01	and	FERNANDO MARTÍN Y ROXAS	President and CEO	>
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NERIO G. SCHOOSIERRA Manager, Dams Management Dept

		Б			
		Bulacan			
Monitoring Station					
a.	Angat Dam Office Monitoring Station	Hilltop, Brgy. San Lorenzo, Norzagaray, Bulacan	14°54'23.7"N	121°09'15.7"E	
R	ain Gauge Station				
a.	Maputi Rain Gauge Station	Sitio Maputi, Doña Remedios Trinidad, Bulacan	15°04'00.8"N	121°15'16.8"E	
b.	Talaguio Rain Gauge Station	Sitio Talaguio, Doña Remedios Trinidad, Bulacan	15°02'20.8"N	121°08'40.6"E	
C.	Matulid Rain Gauge Station	Sitio Matulid, Doña Remedios Trinidad, Bulacan	14°54'36.0"N	121°15'00.0"E	
	Angat Rain Gauge Station	Hilltop, Brgy. San Lorenzo, Norzagaray, Bulacan	14°54'23.7"N	121°09'15.7"E	
Water Level Station					
a.	Angat Dam Water Level Station	Angat Dam Reservoir, Brgy. San Lorenzo, Norzagaray, Bulacan	14°54'34.6"N	121°09'40.3"E	

The CONTRACTOR shall be responsible for visiting the project sites and make assessment of the physical conditions of the existing structures to be affected by the works and take particular reference to accessibility to the site. The CONTRACTOR shall thoroughly investigate and familiarize with all the conditions at the sites, the surrounding area, means of communication and transportation, materials and equipment sourcing, determine/verify the extent of the scope of works required for the proper installation and operation of the equipment supplied and all other factors that could hamper the smooth execution of the contract.

Any and/or all expenses arising from lack of knowledge or understanding of the existing site conditions shall be the responsibility of the CONTRACTOR and no additional payment thereof shall be made by NPC.

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ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS: EIGHTEEN MILLION EIGHT HUNDRED EIGHTY THOUSAND (PHP 18,880,000.00).

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 assessed 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 CONTRACTOR.

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

ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR 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.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the 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 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 CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

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

Contract between NPC and Massive Integrated Tech Solutions Inc. Upgrading of Various Telemetry Systems of FFWSD Project Contract No. LOG MSSP 2024-07-086-MDC

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BY:

CONTRACTOR)

NERIO G. SOMOSIERRA Manager, Dams Management Dept (NPC)

NAKIDO MARTIN Y. ROX.
President and CEO

ВҮ.

IRENE B. BACACAO Sales Manager

ВҮ:

(CONTRACTOR)

NERIO G. SOMOSIERRA Manager, Dams Management Dept (NPC)

NAMBO MARTIN Y. ROXA

President and CEO

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 CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

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

ARTICLE VII NON-ASSIGNMENT AND NO SUB-CONTRACTING

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-contractor 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 VIII 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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B

BY:

FERNANDO MARTIN Y ROXAS President and CEO

Manager, Dams Management Dept

NERIO G. SOMOSHERRA

ARTICLE IX 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 same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR 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 X 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 iudicial 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.

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.

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 XI 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

Contract between NPC and Massive Integrated Tech Solutions Inc. Upgrading of Various Telemetry Systems of FFWSD Project Contract No. LOG MSSP 2024-07-086-MDC

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(CONTRACTOR)

Manager, Dams/Management Dept.

MARTIN Y ROXAS President and CEO 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 its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XII JOINT AND SEVERAL LIABILITY

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 XIII 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 XIV GUARANTEE

Warranty period of the system is thirty six (36) months from the date of issuance of Certificate of Completion of Works (Provisional Acceptance) of the project.

During the warranty period, the Contractor shall perform quarterly Preventive Maintenance (PM) of the system as part of actual training and technology transfer to the end-user and shall submit PM Report fifteen (15) days after the conduct of the activity. PM Report shall indicate the performed activities, findings and observations, actions taken and recommendations.

NPC shall notify the Contractor in writing or e-mail of any defects for which a claim is made under this guarantee as promptly as possible after discover thereof. The Contractor shall perform Corrective Maintenance (CM) and shall submit the corresponding CM Report indicating the findings and observations, actions taken and recommendations.

NPC's written notice shall describe the nature and extent of the defects. The Contractor shall have no obligation for any defects that were discovered subsequent to the expiry date of the said thirty six (36) months period.

The Contractor shall remedy. At its own expense, any defects against which the equipment is guaranteed under this Article, by making all necessary repair or replacement, except in the case that such defects result from NPC's negligence or failure to perform correct maintenance and force majeure.

In case of system downtime of at least one (1) month, the downtime shall be added to the original warranty period.

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BY:

ARTICLE XV EFFECTIVITY

This Contract shall become effective upon 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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 31 day of 1 day of 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

MASSIVE INTEGRATED TECH SOLUTIONS INC. (CONTRACTOR)

BY:

FERNANDO MARTIN Y. ROXAS

President and CEO

BY:

Sales Manager

SIGNED IN THE PRESENCE OF:

NERIO G. SOMOSIERRA

Manager, Dams Management Dept. (NPC)

(CONTRACTOR)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO

Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE
PERIOD : NOW APPONST
COST CENTER : STIMI
AMOUNT PIX, 860, m.n.

Contract between NPC and Massive Integrated Tech Solutions Inc.
Upgrading of Various Telemetry Systems of FFWSD Project
Contract No. LOG MSSP 2024-07-086-MDC

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of JUL 3 1 2024, personally appeared MR. FERNANDO MARTIN ROXAS, President and CEO, Y. 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 fourteen (14) 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.

Doc. No. 35 Page No. 18 Book No. Series of 2024.

Until December 31, 2024 IBP Lifetime No.:_ PTR No.: ATTY. RODOLI-U M. DE GUZMAN, JR. Notary Public for Quezon City Commission No. NP-339(2023-2024) Commission Expires on 31 December 202 Roll No. 44291 IBP No. 307797; 01/31/2023; Tarlac PTR No. 5661363; 01/12/2024; Quezon City MCLE No. VII-0016459; 4/27/2022; Pasic City 4th Floor Gabriel Y. Itchon Building Senator Defensor-Santlago Avenue (formerly BIR Road)

Comer Quezon Avenue, Dillman, Quezon City

Notary Public

REPUBLIC OF THE PHILIPPINES) QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
BACACAO, Sales Manager, MASSIVE INTEGRATED TECH SOLUTIONS
Will Identification Document in the form of Things Ligania
and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.

Until December 31, 2024

IBP Lifetime No.:

Notary Public

PTR No.:

Notary Public

Commission No. NP-030 (Expires Dec. 31, 2025) IBP No. 376983, December. 27, 2023 QC PTR No. 5555056, January 2, 2024, QC Attorney's Roll No. 34845 MCLE Compliance VII No. 0019777

Issued on May 31, 2022, Valid Until April 14, 2025

Doc. No.: 411 Page No.: \$2

Book No.: 1/

Series of 2024.