

CONTRACT NO. LOG MSSP 2024-09-121-JVC**UPGRADING OF THE REMAINING THIRTEEN (13) WARNING
STATIONS OF SAN ROQUE DAM PROJECT
HO-FFW24-003 / PB240801-CM00348**

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 -

CORE ACCESS NETWORK 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 B2 L2 Miguel Cristi St., The Nest Oasis, Guitnang Bayan, San Mateo, Rizal, herein represented by its Authorized Representative, **MS. MICHELLE W. AYUSON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 12 July 2024, NPC posted the Invitation to Bid for the Public Bidding of the Upgrading of the Remaining Thirteen (13) Warning Stations of San Roque Dam Project;

WHEREAS, only three (3) prospective bidders secured the bidding documents and participated in the bidding conducted on 01 August 2024;

WHEREAS, SUPPLIER's bid offer was considered as the lowest 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 Core Access Network Solutions Philippines Inc.
Upgrading of the Remaining Thirteen (13) Warning Stations of San Roque Dam Project
Contract No. LOG MSSP 2024-09-121-JVC

(SUPPLIER)

BY:


MICHELLE W. AYUSON
Authorized Representative

(SUPPLIER)


CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)
FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

BY:

(SUPPLIER)

BY:

BY:

MICHELLE W. AYUSON
Authorized Representative

CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

ROXAS CABAJUTAN
(SUPPLIER)

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 Upgrading of the Remaining Thirteen (13) Warning Stations of San Roque Dam Project under PR No. HO-FFW24-003 / PB240801-CM00348;
2. Notice of Award dated 30 September 2024;
3. Post Qualification Report dated 09 September 2024;
4. Bid Opening Report dated 02 August 2024;
5. SUPPLIER's bid proposal dated 31 July 2024;
6. Notice to Proceed; and
7. 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 scope of work shall cover but not limited to the following:

1. Upgrading of thirteen (13) old warning station equipment and one (1) repeater station, devices and their respective parts and accessories across various San Roque Dam Warning Stations.
2. Supply, installation, test and commissioning of new Supervisory and Control software and associated equipment at the NPC San Roque Flood Forecasting and Warning System Dams Operations (FFWSDO) Master Station.
3. Supply, installation, programming, and configuration of the system's necessary Application Software(s), including a remote portable supervisory controller.
4. Supply/provide recommended spare parts, special equipment/devices/tools/instruments, and consumables required during implementation, testing, and commissioning to complete the upgrading project successfully and system repair maintenance.
5. Conduct overall testing and commissioning of the entire system.
6. Prepare plans, drawings, and network diagrams related to the project.

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(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

7. Provide support services upon request and submission of problem identification analysis from NPC during the warranty period in case of any system abnormality at no cost to NPC.
8. Perform clean-up of work areas after completing the contracted work.

The following shall be included in the SUPPLIER's scope of work:

1. The SUPPLIER shall be responsible for visiting the delivery site and referring to its accessibility, means of transportation, and all other factors that should be considered in the contract.
2. The SUPPLIER shall conduct site inspections duly signed by the NPC representative to verify and assess the extent of the related and incidental works needed to implement the job competently and efficiently.
3. Provide Equipment, tools instruments, and consumables necessary during equipment testing for satisfactory completion of the work; and

The scope of work encompasses all tasks and services necessary for the system's comprehensive and successful implementation, ensuring its safe and reliable operation. This includes any additional work and services that may not be explicitly mentioned in this document but are essential for achieving the system's complete functionality and readiness.

ARTICLE III

PROJECT DURATION AND LOCATION

The delivery period shall be within **ONE HUNDRED FIFTY (150) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The work / activities shall be done of the following locations:

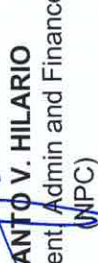
Station Names	Latitude	Longitude
NPC San Roque FFWSO Office <i>San Roque, San Manuel, Pangasinan-Master Station</i>	16°07'56.2"N	120°40'46.6"E
San Roque Warning Station	16°06'10.0"N	120°40'43.2"E
Sta. Ana Warning Station	16°01'24.7"N	120°42'30.5"E
Cal-litang Warning Station	15°56'33.9"N	120°39'29.0"E
Carusucan Warning Station	15°57'54.3"N	120°38'11.3"E
Piaz Warning Station	15°56'04.3"N	120°37'11.9"E
Sto. Tomas Warning Station	16°05'03.5"N	120°44'07.5"E
San Vicente West Warning Station	16°03'57.9"N	120°42'17.9"E
Bantog Warning Station	16°00'35.3"N	120°41'27.8"E
San Blas Warning Station	15°54'18.9"N	120°36'00.5"E
Sto. Tomas (Town) Warning Station	15°52'41.7"N	120°34'58.5"E
Alcala Warning Station	15°50'50.6"N	120°31'16.5"E
Bautista Warning Station	15°48'35.9"N	120°27'21.8"E
Bayambang Warning Station	15°48'39.7"N	120°28'34.7"E
Cuyapo Repeater Station	15°48'2.35"N	120°39'32.69"E

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BY:


MICHELLE W. AYUSON
Authorized Representative


CRISANTO V. HILARIO
Vice President Admin and Finance
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS TWENTY SEVEN MILLION FOUR HUNDRED EIGHTY FIVE THOUSAND PESOS (PHP 27,485,000.00) 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 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 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.

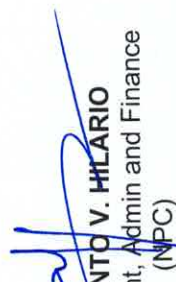
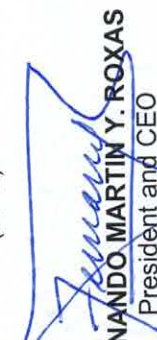
The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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 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

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BY:


MICHELLE W. AYUSON
Authorized Representative
(SUPPLIER)
ROXANNE CABAUTAN
(SUPPLIER)
CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)
FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

BY:

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

LIQUIDATED DAMAGES

Should SUPPLIER 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%) of the contract amount, the 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-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 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 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.

ARTICLE IX

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(SUPPLIER)

BY:

(NPC)

BY:


MICHELLE W. AYUSON
Authorized Representative


CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

(SUPPLIER)

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 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 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.

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 XI WARRANTY CLAUSE

SUPPLIER 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 SUPPLIER 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

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BY:

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MICHELLE W. AYUSON
Authorized Representative
CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)
FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

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

ARTICLE XII 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 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

The SUPPLIER shall submit a Warranty Certificate **for Three (3) Years** effective from the date of acceptance by NPC. Furthermore, as part of the warranty, the SUPPLIER shall conduct quarterly system maintenance for the first **Twelve (12) Months** as part of actual training and technology transfer to the end user.

NPC shall promptly notify the SUPPLIER in writing, via email or by cable confirmed in writing, of any defects for which a claim is made under this guarantee. The written notice from NPC shall provide a detailed description of the nature and extent of the defects.

The SUPPLIER shall guarantee to complete the repair and replacement, upon receipt of notice from NPC, within **Thirty (30) Calendar Days** of the supplied instruments and accessories at his own expense against defects in design, quality, and materials, except in the case that such defects result from NPC's negligence or failure to perform correct maintenance and force majeure.

The SUPPLIER shall provide a detailed Corrective Maintenance (CM) Report, which includes the findings and observations, actions taken to resolve the issue, and any recommendations for future preventive measures. The SUPPLIER must guarantee that the unit will perform in the manner outlined in the manual and the Contract.

If system downtime lasts at least **One (1) Month**, the downtime period shall be added to the original warranty period to account for the extended period of non-functionality.

After the warranty period lapses, provided that no defects are found

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and pending repair works, NPC shall release the warranty security/certificate.

ARTICLE XIV **EFFECTIVITY**

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

ARTICLE XV **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 7th day of NOVEMBER, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

**CORE ACCESS NETWORK
SOLUTIONS PHILIPPINES INC.**
(SUPPLIER)

BY:

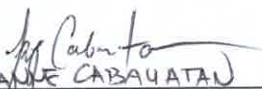

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

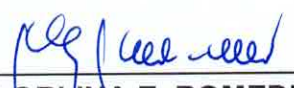

MICHELLE W. AYUSON
Authorized Representative

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)


ROXANNE CABAATUAN
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department, Admin and Finance

Certificate of Budgetary Inclusion	
Period:	FY 2025
Account / WO/JO:	A990M56
CBI Reference No.:	PRD-25-09-0185
Cost Center:	5121001
Amount:	P 14,420,500.00

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	WO#A990M56
COST CENTER:	5300391
AMOUNT	P12,664,500.00

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

ACKNOWLEDGEMENT

NOV 07 2024
BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 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 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 252 ;
Page No. 52 ;
Book No. 6 ;
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; Tarlac
PTR No. 5661363; 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 OCT 22 2024 day of 2024, personally appeared **MS. MICHELLE W. AYUSON**, Authorized Representative, **CORE ACCESS NETWORK SOLUTIONS PHILIPPINES INC.**, with Identification Document in the form of TIN ID NO: 315-488-674-000 issued by BIR at RDO 45 Antipolo, on June 07, 2024, 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.


ATTY. MA. CECILIA TABAYON
Notary Public
ADM. MATTER NO. 1111111111111111 31, 2024
PTR No. 55553711 1111111111111111
IBP No. 280643- DECEMBER 12, 2023 ROLL No. 84156
MCLE No. VIII - 0004212-09 OCTOBER, 2023
BRGY HOLY SPIRIT QUEZON CITY

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Book No.: XXXVI
Series of 2024.