

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

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:

BY:

BY:

MARK ANGELO D. ORLEANS  
Account Director

MARY JANE R. PRINCIPLE  
(CONTRACTOR)

VIRGILIO S. LEYBA  
Manager, ITSD

FERNANDO MARTIN Y. ROXAS  
President and CEO

CONTRACT NO. LOG MSSP 2024-12-153-MGF

SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION,  
TESTING AND COMMISSIONING OF NETWORK  
INFRASTRUCTURE

PR NO. HO-IST24-020 / EC241204-RA00576

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 -

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

WITNESSETH: That -

WHEREAS, on 28 November 2024, NPC posted the Invitation to Bid for the Negotiated Procurement – Emergency Cases for the Supply, Delivery, Installation, Configuration, Testing and Commissioning of Network Infrastructure;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the Negotiated Procurement conducted on 04 December 2024;

WHEREAS, the CONTRACTOR's bid offer for the Supply, Delivery, Installation, Configuration, Testing and Commissioning of Network Infrastructure 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 Universal Access and Systems Solutions Philippines, Inc.  
Supply, Delivery, Installation, Configuration, Testing and Commissioning of Network Infrastructure  
Contract No. LOG MSSP 2024-12-153-MGF



UNIVERSAL ACCESS AND SYSTEMS  
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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 thereof.

1. NPC Terms of Reference for the Supply, Delivery, Installation, Configuration, Testing and Commissioning of Network Infrastructure (HO-IST24-020 / EC241204-RA00576;
2. Supplemental/Bid Bulletin No. 1 dated 03 December 2024;
3. Result of Bid Opening and Post-qualification Report dated 05 December 2024;
4. Bid Proposal of the CONTRACTOR dated 03 December 2024;
5. Notice of Award dated 02 January 2025;
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 are any discrepancies/inconsistencies between the provisions of this Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any discrepancies/ inconsistencies among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II  
DELIVERABLES

	Description	Qty
	CIVIL WORKS	
a.	Core Switch	2 units
b.	Server Farm Switch	2 units
c.	Access Switch	10 units
d.	Patch Cables, CAT5e, 2 Meters	550 pcs
e.	Patch Cables, CAT6,2 Meters	50 pcs
f.	Fiber Optic Cables	1 lot
a.	Uninterruptible Power Supply	2 units

Technical Specifications (Minimum)

NPC requires state-of-the-art technology from the CONTRACTOR with due consideration to scalability openness, and interoperability, a high degree of performance, maintainability, and cost effectiveness.

The CONTRACTOR shall include additional components required to make the system operable, although not specifically detailed in this specification.

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VIRGILIO B. LEYBA  
Manager, ITSD

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President and CEO

The work herein described shall be fully completed in every detail for the function designated and it is hereby required that the CONTRACTOR agrees to furnish all apparatus, materials and labor not herein specifically mentioned or included to furnish but which may found necessary to complete, perfect or test any portion of the network or function.

The proposed network infrastructure must provide seamless integration with the existing network equipment.

**a. Core Switch (2 Units)**

**1. General Features:**

- Switch should have 24 nos. 1G copper ports and additional 8 nos. 10G SFP+ uplink ports.
- Shall come with 8 nos. 10GBASE-SR SFP Modules per switch.
- Switch should have redundant power supplies.
- Switch must support MACSec-256 natively on all ports.
- Switch must have embedded RFID tag which facilitates easy asset/inventory management using commercial RFID readers.
- Shall be in a stacked configuration for high availability.

**2. Performance:**

- Switch shall have minimum 208 Gbps of switching fabric and 154.76 Mpps of forwarding rate.
- Switch shall have minimum 32K MAC Addresses and 4K VLAN IDs.
- Switch shall have minimum 32K IPv4 routes or more and 16K IPv6 routes or more.
- Switch shall have minimum 8K or more multicast routes.
- Switch should support at least 64K flow entries.
- Switch should have 16MB or more packet buffer.

**3. Functionality:**

- Switch should support IEEE Standards of Ethernet: IEEE 802.1 D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1q, 802.3, 802.3u, 802.3ab, 802.3z & 1588v2.
- Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR and QoS features.
- Switch must have advance Layer 3 protocol like BGPv4, BGPv6, MPLS, VRF, VXLAN, IS-ISv4, OSPFv3, MP-BGP.
- Switch shall have 802.1p class of service, marking, classification, policing and shaping and eight egress queues.
- Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+.
- Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.
- Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware.
- Switch must support two levels of segmentation.
- Switch must support ability to automate on group-based policy in hardware.
- The switch must support a maintenance mode to be gracefully inserted and removed along with support of L2 and L3 protocols.
- Switch must Hierarchical Quality of Service (QoS).

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- l. Switch must support for both static and dynamic NAT/PAT.
  - m. Switch must support Unidirectional Link Detection (UDLD).
  - n. Switch must support traditional VPN tunneling such as GRE.
  - o. Switch must support Multicast VPNs (MVPNs) on an existing MPLS VPN.
  - p. Switch should support traditional NAT.
  - q. Switch must support MPLS over GRE.
  - r. Switch must support L2 and L3 MPLS VPNs.
  - s. Switch must support BGP EVPN for campus fabric deployments.
  - t. Must support LISP for campus fabric deployments.
  - u. Switch must be able detect stateful deep packet inspection (DPI) to classify more than 1400 applications.
  - v. Switch must Support Full NetFlow based Behavior Analytics,
  - w. Must support Model-Driven Telemetry Event Notification Support over the NETCONF protocol.
  - x. Must support RESTCONF YANG-Patch Support for YANG-Patch media type as specified by RFC 8072.
  - y. Must support on-box Python Version 3.6 and Guest Shell capabilities.
  - z. Must support customizable ASIC templates.
  - aa. Switch must support IEEE 1588v2 to provide accurate clock synchronization with sub-microsecond accuracy.
  - bb. Must have adaptable or flexible and dense uplink offerings with 25G, 40G, 100G, Multigigabit, IG, and 10G modular uplinks.
  - cc. Must have the capability to do cloud management and monitoring that provides the ability to manage or view the switch statistics, configuration, and troubleshooting capabilities in the dashboard.
  - dd. Must be able to support end-to-end visualization of the path from campus or branch to clouds or DC through license upgrade subscription.
  - ee. Must support service assurance that ensures an exceptional network and service experience for users, employees, and partners, leveraging advanced observability from the network to applications.
4. Certification:
    - a. The switch should be CE Marking, UL 60950, EN 60950, ROHS5, TCVN 7189 Class A and CISPR 32 Class A.
    - b. OEM should be listed in Gartner Leader Quadrant for Wired and Wireless LAN Infrastructure from last 3 years before this TOR.
  5. Warranty; Three (3) years.

**b. Server Farm Switch (2 Units)**

1. General Features
  - a. Switch shall have 24 nos. 1G copper ports and additional 4 nos. 10G SFP+ uplinks ports.
  - b. Shall come with 2 nos. 10GBASE-SR SFP Modules per switch.
  - c. Switch should have redundant fans.
  - d. Switch should have minimum 4 GB DRAM and 4 GB flash.
  - e. Switch must support MACSec-128 on both access and uplink ports.
  - f. Switch must have embedded RFID tag which facilitates easy asset/inventory management using commercial RFID readers.
  - g. Switch must support RJ-45 console for management.

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Manager, ITS

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- h. Shall be in a stacked configuration for high availability.
2. Performance:
- Switch shall have minimum 128 Gbps of switching fabric and 95.23 Mpps of forwarding rate.
  - Switch shall have minimum 32K MAC Addresses and 4K VLAN IDs.
  - Should support minimum 14K IPv4 routes or more and 2K IPv6 routes or more
  - Switch shall have 1K or more multicast routes.
  - Switch should support at least 16K flow entries
  - Switch should have 6MB or more packet buffer.
3. Functionality:
- Switch should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1q, 802.3, 802.3u, 802.3ab, 802.3z& 1588v2.
  - Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR and QoS features from Day 1.
  - Switch shall have 802.1p class of service, marking, classification, policing and shaping and eight egress queues.
  - Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+.
  - Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.
  - Switch must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type.
  - During system boots, the system's software signatures should be checked for integrity. System should be capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic.
  - Switch must support cold patching.
  - Switch must provide secure software delivery and boot.
  - Switch must secure run-time and secure network protocols.
  - Switch must support push-based, streaming telemetry to send operational data to an external collector.
  - Switch must support application visibility for custom applications.
  - Switch must support Full Application flow analysis and export.
  - Must support replaceable network modules provide infrastructure investment protection by allowing a nondisruptive migration from 1G to 10G and beyond.
  - The Solution must provide turnkey solutions like Plug and Play and Pre boot Execution Environment, enabling seamless/effortless and automated deployment.
  - Supports a wide range of automation features and provides robust open APIs.
  - Must support Software Define Access and Assurance for full network visibility, End-to-End experience, quick network remediation and quick issue resolution.
  - Must support on-premise management or cloud monitoring.
4. Certification:
- Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.

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- b. Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
  - c. OEM should be listed in Gartner Leader Quadrant for Wired and Wireless LAN Infrastructure from last 3 years before this TOR.
5. Warranty: Three (3) years.

**c. Access Switch (10 Units)**

1. General Features:

- a. Switch shall have 48 nos. full PoE+ 1G copper ports and additional 4 nos. 10G SFP+ uplinks ports.
- b. Shall come with 2 nos. 10GBASE-SR SFP Modules per switch.
- c. Switch should have redundant fans.
- d. Switch should have minimum 4 GB DRAM and 4 GB flash.
- e. Switch shall have a minimum 370 W PoE power budget.
- f. Switch must support MACSec-128 on both access and uplink ports.
- g. Switch must have embedded RFID tag which facilitates easy asset/inventory management using commercial RFID readers.
- h. Switch must support RJ-45 console for management.

2. Performance:

- a. Switch shall have minimum 176 Gbps of switching fabric and 130.95 Mpps of forwarding rate.
- b. Switch shall have minimum 32K MAC Addresses and 4K VLAN IDs.
- c. Should support minimum 14K IPv4 routes or more and 2K IPv6 routes or more.
- d. Switch shall have 1K or more multicast routes.
- e. Switch should support at least 16K flow entries
- f. Switch should have 6MB or more packet buffer.

3. Functionality:

- a. Switch should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3U, 802.3ab, 802.3z& 1588v2.
- b. Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR and QoS features.
- c. Switch shall have 802.1p class of service, marking, classification, policing and shaping and eight egress queues.
- d. Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+.
- e. Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.
- f. Switch must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type.
- g. During system boots, the system's software signatures should be checked for integrity. System should be capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic.
- h. Switch must support cold patching.
- i. Switch must provide secure software delivery and boot.
- j. Switch must secure run-time and secure network protocols.



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- k. Switch must support push-based, streaming telemetry to send operational data to an external collector.
  - l. Switch must support application visibility for custom applications.
  - m. Switch must support Full Application flow analysis and export.
  - n. Must support replaceable network modules provide infrastructure investment protection by allowing a nondisruptive migration from 1G to 10G and beyond.
  - o. The Solution must provide turnkey solutions like Plug and Play and Pre boot Execution Environment, enabling seamless/effortless and automated deployment.
  - p. Supports a wide range of automation features and provides robust open APIs.
  - q. Must support Software Define Access and Assurance for full network visibility, end-to-end experience, quick network remediation and quick issue resolution.
  - r. Must support on-premise management or cloud monitoring.
4. Certification:
- a. Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.
  - b. Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
  - c. OEM should be listed in Gartner Leader Quadrant for Wired and Wireless LAN Infrastructure from last 3 years before this TOR.
5. Warranty: Three (3) years.
- d. Patch Cables, Cat5e, 2 Meters (550 pcs)
  - e. Patch Cables, Cat6, 2 Meters (50 pcs)
  - f. Fiber Optic Cables (1 lot)
- Various lengths (based on On-Site inspection measurements of distance between connections of network components)
- g. Uninterruptible Power Supplies (2 units)
1. Input: 160 to 280V AC, 40 to 70 Hz
  2. Rated output power: 10000 W/VA , 50/60 Hz
  3. Output Voltage: 230 V
  4. Type: Double Conversion online
  5. Output connector type: Hard wire 3-wire (H N + E) 1
  6. Bypass type: Internal bypass (automatic and manual)
  7. Efficiency: at least 94% at full load
  8. Conformance: CE, IEC 62040-1-1, IEC 62040-1-2, RoHS, REACh
  9. Battery type: Lead-acid battery
  10. Battery recharge time: 3 h
  11. Battery charger power: At least 531 W rated
  12. Control panel: Multifunction LCD status and control console
  13. Alarm: When on battery, low battery, overload
  14. Warranty: Two (2) years


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### ARTICLE III SCOPE OF WORKS

The CONTRACTOR shall supply, deliver, install, test, and commission all brand-new equipment and shall secure all necessary permits, licenses, and clearances, including payment of any fees, required for the successful execution of the Project.

Configuration of the existing firewall in accordance with the policies provided by the NPC Security Administrator and configuration of the connection with the former NPC-HO firewall either through VPN or dedicated lease line connection.

Configuration of the core switches and server farm switches in accordance with the policies provided by the NPC Network Administrator.

Installation and configuration of access switches in both floors of the office building.

Interconnection of all network active components including firewalls, core switches, server farm switches and access switches.

Fiber optic connection of the core switches in the 16<sup>th</sup> floor with the access switches in the 17<sup>th</sup> floor.

Installation, configuration and performance testing of the uninterruptible power supplies.

### ARTICLE IV PROJECT LOCATION AND CONTRACT DURATION

The project site is at the leased office located at 16<sup>th</sup> and 17<sup>th</sup> floors of Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City.

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be within forty five (45) calendar days reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

The contract duration shall include installation, configuration, testing and commissioning of the network components.



BY:

MARK ANGELO D. ORLEANS  
Account Director

## ARTICLE V MODE OF PAYMENT

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article III hereof, NPC shall pay the CONTRACTOR in Philippine Pesos and in accordance with the Contract documents in the amount of and not exceeding **THIRTEEN MILLION NINE HUNDRED FIFTY THOUSAND PESOS ONLY (P 13,950,000.00)**.

NPC shall pay the CONTRACTOR within thirty (30) days from receipt of complete supporting documents as required by NPC. Checks will be prepared for payment to the CONTRACTOR subject to existing taxes.

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

## ARTICLE VI TRAINING AND TECHNICAL SUPPORT

### Training

The CONTRACTOR shall provide and onsite Training and Knowledge Transfer to **Seven (7)** NPC personnel in the operation, configuration, and maintenance of all the installed equipment.

### Technical Support

1. 24 hours x 7 calendar days phone and email support.
2. Four (4) hours on-site support response time upon receipt of the incident call.

## ARTICLE VII 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.

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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 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 VIII** **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%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

#### **ARTICLE IX** **NON-ASSIGNMENT AND NO SUB-CONTRACT**


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-contract 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

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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 X 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 XI 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 XII 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 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.

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MARK ANGELO D. ORLEANS  
Account Director

PRESENCE OF:

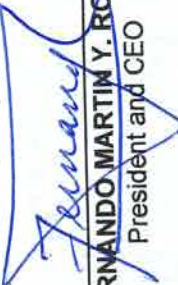
(CONTRACTOR)

MARY JANE R. PRINCIPLE

SIGNED IN THE

  
VIRGILIO S. LEYBA  
Manager, ITSD

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

### ARTICLE XIII 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 3<sup>rd</sup> 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 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 XIV 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 to thereto is joint and several and for this reason NPC may proceed against any or all of them.

### ARTICLE XV 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 XVI GOVERNING LAW

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

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

Contract between NPC and Universal Access and Systems Solutions Philippines, Inc.  
Supply, Delivery, Installation, Configuration, Testing and Commissioning of Network Infrastructure  
Contract No. LOG MSSP 2024-12-153-MGF

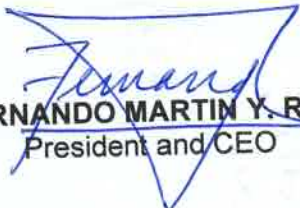


IN WITNESS WHEREOF, the parties hereto have signed these presents on this  
28th day January, 2025, Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**UNIVERSAL ACCESS AND SYSTEMS  
SOLUTIONS PHILIPPINES,  
INCORPORATED**  
(CONTRACTOR)

BY:


  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

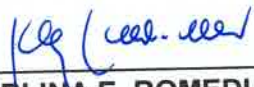
  
**MARK ANGELO D. ORLEANS**  
Account Director

**SIGNED IN THE PRESENCE OF:**

  
**VIRGILIO S. LEYBA**  
Manager, ITSD  
(NPC)

  
(CONTRACTOR)  
**MARY JANE R. PRINCIPLE**

**FUNDS AVAILABLE:**

  
**LORLINA E. BOMEDIANO**  
Sr. Dept. Manager, Finance

(6)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	WWS
JOB ORDER	WO# A996320
COST CENTER	201302
AMOUNT	P13,950,000.00

Contract between NPC and Universal Access and Systems Solutions Philippines, Inc.  
Supply, Delivery, Installation, Configuration, Testing and Commissioning of Network Infrastructure  
Contract No. LOG MSSP 2024-12-153-MGF



**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of JAN 28 2025, 2025, 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 fifteen (15) 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.

ATTY JASON B. DE BELEN  
Roll No. 06250  
Adm. No. 000000 Notary Public  
Notary Public for Quezon City  
My Commission Expires on December 31, 2025  
No. Until December 31, 2025  
IBP Lifetime No. 1-2-2025  
PTR No. 1-2-2025  
MCLE VII-0019570; 5-20-22

Doc. No. 273 ;  
Page No. 55 ;  
Book No. 437 ;  
Series of 2025.



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

**ACKNOWLEDGEMENT**

**JAN 17 2025**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared, **MR. MARK ANGELO D. ORLEANS**, Account Director, **UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INCORPORATED**, with Identification Document in the form of Drivers License #N04-11001508, issued by LTO at Makati, on 2021/10/28, known to me and to me known to be the same person who executed the foregoing instrument consisting of fifteen (15) 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.

**FERDINAND D. AYAHAO**

*Notary Public*

For and in Pasig City and the Municipality of Pateros  
Notary Public Commission No. 96 (2024-2025) valid until 12/31/2025  
MCLU Registration No. 11-BEP003234, until 04/14/28  
Until December 31, 2025  
IBP Lifetime No. 785; PTR 2831461AA; 01/03/25; Pasig City  
PTR No.: U-5, G/F West Tower PSE, Exchange Road  
Ortigas Center, Pasig City Tel. +632-86314090

Doc. No.: 205  
Page No.: 42  
Book No.: 13  
Series of 2025.

Contract between NPC and Narra Multi-Purpose Cooperative  
Supply, Delivery, Installation and Test of New Water Supply System for SRWAT Office & Nursery  
Contract No. LOG MSSP 2024-11-135-MGF