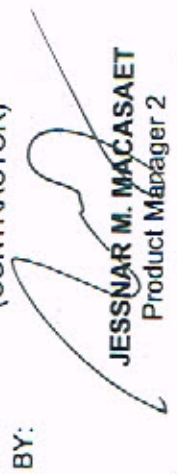


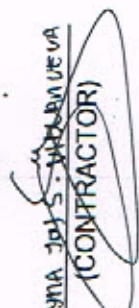
ORIGINAL

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY: 
JESSNAR M. MACASAET
Product Manager 2


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


ALEXANDER P. JAPON
Vice President, Admin and Finance

CONTRACT NO. LOG MSSP 2022-10-100-MGF

ONE (1) YEAR PREVENTIVE MAINTENANCE (PM) ADDRESSABLE
FIRE DETECTION AND ALARM SYSTEM (FDAS) AT NPC RECORDS &
TRAINING CENTER, MINUYAN, SJDM, BULACAN
HO-TFM22-098 / SVP220726-AD00313,

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President – Admin & Finance, **MR. ALEXANDER P. JAPON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

ASISI SYSTEMS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at JMC Bldg. B4 L4 Ocean Park St., Sauyo Road, Brgy. Sauyo, Quezon City, Philippines herein represented by its Product Manager 2, **MR. JESSNAR M. MACASAET**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, NPC thru its Transportation and Facilities Management Division, General Services Department, needs a contract for the One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS) at NPC Records & Training Center, Minuyan, SJDM, Bulacan.

WHEREAS, to respond to the above-mentioned requirement, the end-user submitted Purchase Requisition and recommended the procurement of the Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS) through Small Value Procurement under Section 53.9, of RA 9184 and its 2016 Revised IRR;

WHEREAS, there were two (2) prospective bidders who submitted bid quotations on the scheduled bid opening on 26 July 2022;

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS) at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

4

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

BY:

JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:

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

NATIONAL POWER CORPORATION
(NPC)

BY:

ALEXANDER P. JAPON
Vice President, Admin and Finance

WHEREAS, CONTRACTOR's quotation was considered as the single calculated and responsive quotation;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS) at NPC Records & Training Center, Minuyan, SJDM, Bulacan, under HO-TFM22-098 / SVP220726-AD00313;
2. Result of Bid Opening and Post Qualification Report dated 17 August 2022;
3. CONTRACTOR's bid proposal dated 25 July 2022;
4. Notice of Award dated 05 October 2022;
5. Notice to Proceed; and
6. 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".

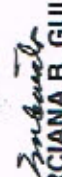
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II GENERAL


The Contract covers the technical requirements for the furnishing of labor for the Preventive Maintenance of Addressable Fire Alarm Detection System at NPC Records and Training Center, Minuyan, San Jose Del Monte, Bulacan.

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

BY:


JESSNAR M. MACASAET
Product Manager 2
MARCIANA B. GUINTO
(NPC)
MARCIANA B. GUINTO
Sr. Department Manager, Admin
(NPC)

BY:


ALEXANDER P. UAPON
Vice President, Admin and Finance

The materials supplied/replaced by the Contractor shall be billed at actual cost to NPC and the lowest cost as a result from at least three (3) canvassed prices and is subject to NPC evaluation and approval.

The Contractor shall accept full responsibility for his work including the following:

1. Provide services of highly qualified and experienced technical personnel having expertise in the operation, maintenance and testing of the system.
2. Submission of reports/checklist for every preventive maintenance schedule to the concerned NPC representative.
3. Warranty of Service: Maintenance Services shall be "On Call" when there are troubles/problems in the systems or additional maintenance needed during contract period including weekends and holidays.
4. Contractor is required to submit name(s), hotline contact number on a twenty-four/seven (24/7) basis available even weekends and holidays.
5. Duration of works shall be two (2) to three (3) days for every preventive maintenance schedule.
6. Major works/relocation of field devices shall be charged separately as agreed upon.
7. Submission of update/revise as built-in plan/diagram, layout of wirings & field devices/system as needed.

ARTICLE III SCOPE OF WORKS

Below are the scope of works to be done on a monthly basis, quarterly and yearly basis, which shall start upon receipt of the Notice to Proceed:

Monthly Basis (2nd week of the month):

1. Check the Light Emitting Diode (LCD) displays and all wiring terminal per circuit of the alarm control panel.
2. Check program and proper display of all addressable field devices of the alarm control panel.
3. Check on any unusual appearance or condition of devices and fault system of the fire alarm control panel.
4. Test the fire alarm and control panel using AC and DC operation.
5. Check, clean and random test of Smoke, Heat Detectors, Manual Pull Station, and Alarm Bell (audible & signal).
6. Check field devices (Smoke, Heat & Manual Pull Station).
7. Visual Check (Smoke, Heat & Manual Pull Station & Alarm Bell) for any obstruction and unusual appearance.
8. Check (Smoke, Heat & Manual Pull Station) wiring terminal.
9. Check switches/contact for corrosion of Manual Pull Station.
10. Check the batteries' terminal/contacts for any corrosion

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJD, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

BY:

JESSNAR M. MACASAET
(Product Manager 2)

SIGNED IN THE PRESENCE OF:

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

NATIONAL POWER CORPORATION
(NPC)

BY:

ALEXANDER P. JAPON
Vice President, Admin and Finance

and address location test battery voltage capacity as back-up batteries for Alarm Control Panel.

11. Test the back-up battery for about ten (10) minutes without AC power supply.
12. Check electrical piping, wiring installation and its hanger support.
13. Check the system for open, short and grounded wiring per loop/circuit.

Quarterly Basis (4th week of the month):

1. Gather and print event history of the control panel.
2. Gather data for dirty smoke or heat detectors.
3. Sensitivity test of all field devices (Smoke, Heat and Manual Pull Station).
4. Testing and Checking the modules/power supplies of General Alarm Panel.
5. Test the General Alarm without AC power supply for three (3) hours using battery.
6. Inspection of all piping, supports and obstruction.

Yearly Basis (4th week of the month)

1. Check and re-calibrate control panel data.
2. Re-calibrate field detectors (Heat, Smoke & Manual Pull).
3. Cleaning of all field devices such as Smoke/Heat Detectors, Manual Pull Stations and Fire Alarm Bells.
4. General alarm for continuous five (5) minutes.
5. General cleaning of all modules of control panel.

ARTICLE IV CONTRACT DURATION AND LOCATION

The contract period shall be **one (1) year**, with monthly, quarterly, and annual preventive maintenance services for NPC Records and Training Center reckoned from the issuance date of the Notice to Proceed.

ARTICLE V LIABILITIES

CONTRACTOR shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

CONTRACTOR shall also be held liable to, and shall indemnify third (3rd) person/s for claims arising from the fault and/or negligence of its employees/workers assigned in the premises of the NPC.

NPC shall have the right to deduct from any money payable to the Supplier amount/s equivalent to any damage it may suffer or liability it may incur due to the fault negligence of the latter's workers.

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

BY:

JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

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

ALEXANDER P. JAPON
Vice President, Admin and Finance

ARTICLE VI
TOTAL CONTRACT PRICE AND PAYMENT TERMS

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 the amount of **THREE HUNDRED NINETY NINE THOUSAND PESOS ONLY (P 399,000.00)**;

Upon accomplishment of each monthly Preventive Maintenance of Fire Detection Alarm System at NPC Records and Training Center, the contractor shall submit the maintenance report at least five (5) days after the scheduled maintenance/service with their Service Invoice attached. Thirty (30) days payment upon submission of complete documents/attachments.

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 Universal or Commercial Bank if issued by a Foreign Bank which shall be Five Percent (5%) of the total Contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly accredited 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.
- c. Performance Securing Declaration.

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

ARTICLE VIII **GUARANTEE**

The CONTRACTOR shall issue One (1) year Warranty Certificate on services rendered during the contract period for NPC Records and Training Center.

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

ARTICLE IX **LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

ARTICLE X **WARRANTY CLAUSE**

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

BY:

JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:

MRS. D. S. VICTORIA
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:

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

ALEXANDER P. JAPON
Vice President, Admin and Finance

NATIONAL POWER CORPORATION
(NPC)

BY:

ALEXANDER P. JAPON

Vice President, Admin and Finance

SIGNED IN THE PRESENCE OF:

Marciana B. Guinto
MARCIANA B. GUINTO

Sr. Department Manager, Admin
(NPC)

Yndol S. Dela Cruz
(CONTRACTOR)

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

BY:

JESSNAR M. MACASAET
Product Manager 2

ARTICLE XI 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 XII GOVERNING LAW

The contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

ARTICLE XIII 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.

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

IN WITNESS WHEREOF, the parties hereto have signed this Contract
this _____ day of _____, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

ASISI SYSTEMS CORPORATION
(CONTRACTOR)

BY:

BY:

ALEXANDER P. JAPON
Vice President, Admin and Finance

JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:

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

YND JCY G. VILLANUEVA
(CONTRACTOR)

FUNDS AVAILABLE

Lorlina E. Bomediano
LORLINA E. BOMEDIANO
Senior Department Manager, Finance

KSC-0000 (b)	
CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2022
JOB ORDER	: JO 0004113
COST CENTER	: 2602010
AMOUNT	: P 255,000 -

Certificate of Budgetary Inclusion	
Period:	JANUARY - MAY, 2023
Account / WO/JO:	A004113
CBI Reference No.:	PRD-23-06-5561
Cost Center:	2602010
Amount	P 144,000 -

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

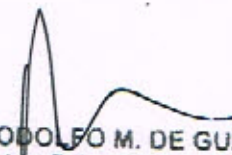
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of 08 NOV 2022, 2022, personally appeared **MR. ALEXANDER P. JAPON**, Vice President-Admin and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300013, known to me and to me known to be the same person who executed the foregoing instrument consisting of 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 Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 254 ;
Page No. 52 ;
Book No. 5 ;
Series of 2022.


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548; 02/08/2022; RSM
PTR No. 2614399; 02/08/2022; Quezon City
MCLE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of OCT 25 2022, personally appeared **MR. JESSNAR M. MACASAET**, Product Manager 2, **ASISI SYSTEMS CORPORATION** with Identification Document in the form of _____, issued by _____ at _____, on _____, 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.

ATTY. **NARAIEN ACOSTA**
Notary Public and in Quezon City
Until December 31, 2022
IBP Lifetime No. 028
Roll of Attorney No. 70188
PTR No. 2463555 (01/3/22) Quezon City
IBP No. 017305 (Lifetime Member) Makati Chapter
MCLE Compliance No. VII-0008689 (4/14/25)
One Stop Shop Building, Camp Crame, Quezon City
TIN 339-068-691

Doc. No.: 424
Page No.: 86
Book No.: 73
Series of 2022.

Contract between NPC and Asisi Systems Corp.
One (1) Year Preventive Maintenance (PM) Addressable Fire Detection and Alarm System (FDAS)
at NPC Records & Training Center, Minuyan, SJDM, Bulacan
Contract No. LOG MSSP 2022-10-100-MGF