

**CONTRACT NO. LOG MSSP 2023-07-053-MDC**

**TWO (2) YEAR LICENSE SUBSCRIPTION AND PARTNER SUPPORT  
OF ESET ENDPOINT SECURITY PROTECTION AND HIKCENTRAL  
PRO MANAGEMENT CONSOLE PSTORE/ISUP LICENSE FOR  
SPUG DATA CENTER  
HO-IST23-013 / SVP230614-RM(SVP2)**

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 Officer-in-Charge, Office of the Vice President-Corporate Affairs Group, **MS. MA. ANNABEL P. VERSOZA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**IMAX TECHNOLOGIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 214 & 229 Cityland Square Makati Executive Tower III, Sen. Gil Puyat Ave., Makati City, Philippines, herein represented by its President, **MR. JOLOIE B. SAN GABRIEL**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

**WITNESSETH: That -**

WHEREAS, on 21 June 2023, NPC posted the Invitation to Bid for the 2<sup>nd</sup> Negotiated Procurement - Small Value Procurement of the Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center;

WHEREAS, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 26 June 2023;

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

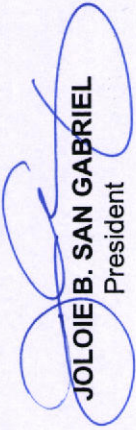
WHEREAS, NPC accepted the said bid of the SUPPLIER;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided,


Contract between NPC and Imax Technologies, Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC

IMAX TECHNOLOGIES, INC.  
(SUPPLIER)

BY:

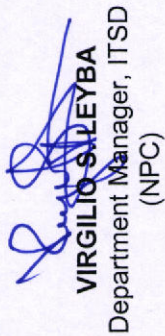
  
**JOLOIE B. SAN GABRIEL**  
President

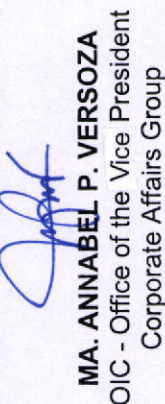
SIGNED IN THE PRESENCE OF:

  
**Estrella S. Reyes**  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

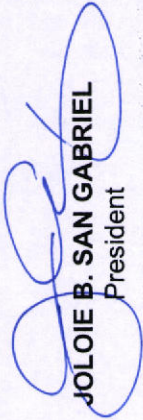
BY:

  
**VIRGILIO SALEYBA**  
Department Manager, ITSD  
(NPC)

  
**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group



IMAX TECHNOLOGIES, INC.  
(SUPPLIER)

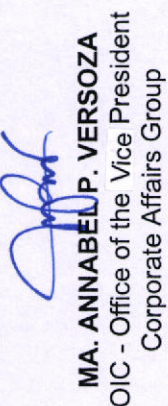
  
**JOLOIE B. SAN GABRIEL**  
President

BY:

SIGNED IN THE PRESENCE OF:

  
**Estrella S. Reyes**  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

  
**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group

BY:

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 Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center under PR No. HO-IST23-013 / SVP230614-RM(SVP2);
2. Notice of Award dated 17 July 2023;
3. Result of Bid Opening and Post Qualification Report dated 05 July 2023;
4. SUPPLIER's bid proposal dated 23 June 2023;
5. Notice to Proceed; and
6. 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 include but are not limited to the following:

1. Provision of a two (2) year license and partner support of the antivirus software shall also cover the required system's supply, delivery, installation and configuration.
2. The software provided must have access to published software, patches, fixes, updates, major upgrades and documentation that is then provided to the customer.
3. Remote/On-site support 8am to 5pm, and Next Business Day (NBD) response window during the subscription period.
4. One (1) person-day technical and hands-on training on the Antivirus System functionalities and programming features shall be provided in a classroom environment.

The training shall be suitable for four (4) NAPOCOR personnel. The Supplier shall submit a training course outline for NPC's evaluation and approval.

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC

7E



A Certificate of Acceptance shall be issued by NPC-ITSD Representative only after the Supplier has successfully installed, configured, and tested the ESET Endpoint Protection and PSTORE/ISUP software license.

**ARTICLE III**  
**PROJECT DURATION AND LOCATION**

The contract duration shall be **TWO (2) YEARS** reckoned from receipt of Notice to Proceed.

The SUPPLIER shall supply and deliver the deliverables at NPC-HO, SPUG Data Center, Quezon City within thirty (30) calendar days from receipt of Notice to Proceed.

**ARTICLE IV**  
**TOTAL CONTRACT PRICE AND PAYMENT TERMS**

For and in consideration of the works to be undertaken by the Supplier as specified in Article II hereof, NPC shall pay the Supplier the total contract amount of and not exceeding **PHILIPPINE PESOS FIVE HUNDRED EIGHTY THOUSAND (PHP 580,000.00) ONLY**.

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

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

**ARTICLE V**  
**PERFORMANCE SECURITY**

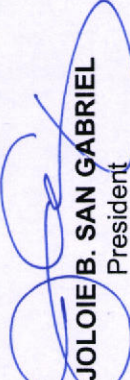
To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC

IMAX TECHNOLOGIES, INC.  
(SUPPLIER)

BY:

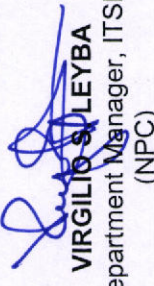
  
**JOLOIE B. SAN GABRIEL**  
President


SIGNED IN THE PRESENCE OF:

  
**Estrella S. Reyes**  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

BY:

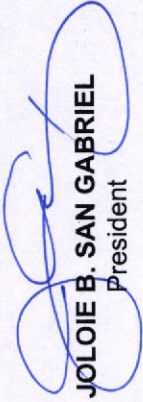
  
**VIRGILIO SULEYBA**  
Department Manager, ITSD  
(NPC)

  
**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group




IMAX TECHNOLOGIES INC.  
(SUPPLIER)

BY:

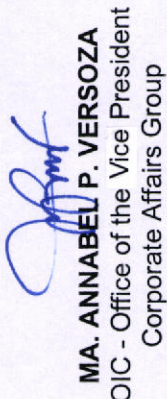
  
JOLOIE B. SAN GABRIEL  
President

SIGNED IN THE PRESENCE OF:

  
ESTRELLA S. REYES  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
MA. ANNABEL P. VERSOZA  
OIC - Office of the Vice President  
Corporate Affairs Group

Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

c. Performance Securing Declaration.

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

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

**ARTICLE VI**  
**LIQUIDATED DAMAGES**

Should SUPPLIER fail to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

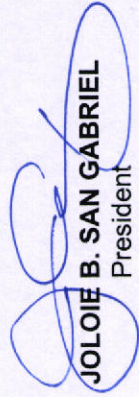
**ARTICLE VII**  
**NON-ASSIGNMENT AND NO SUB-CONTRACT**

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

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC



IMAX TECHNOLOGIES INC.  
(SUPPLIER)

  
**JOLOIE B. SAN GABRIEL**  
President

BY:

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**  
**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**

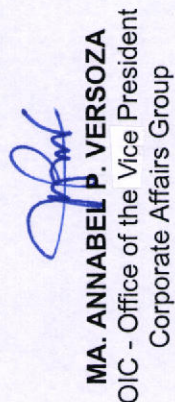
Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SUPPLIER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. 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

SIGNED IN THE PRESENCE OF:

  
**Estelita S. Reyes**  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

  
**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group

BY:

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC





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

**ARTICLE 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**

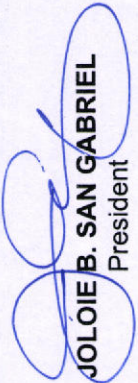
If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XIV  
EFFECTIVITY**

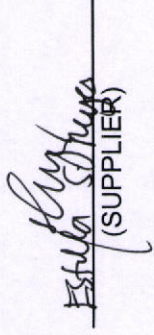
This Contract shall become effective upon receipt of the Notice to Proceed.

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC

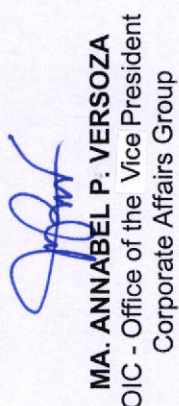
IMAX TECHNOLOGIES INC.  
(SUPPLIER)

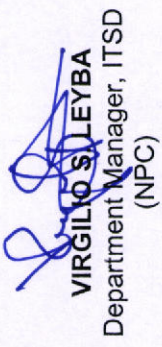
BY:   
JOLOIE B. SAN GABRIEL  
President

SIGNED IN THE PRESENCE OF:

BY:   
ESTELA S. REYES  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

BY:   
MA. ANNABEL P. VERSOZA  
OIC - Office of the Vice President  
Corporate Affairs Group

  
VIRGILIO S. LEYBA  
Department Manager, ITSD  
(NPC)



**ARTICLE XV  
VENUE OF ACTION**

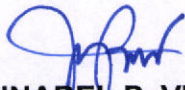
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 14th day of August, 2023 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

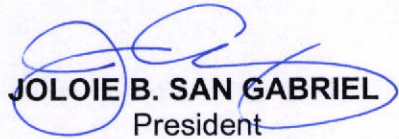
**IMAX TECHNOLOGIES INC.**  
(SUPPLIER)

BY:



**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group

BY:

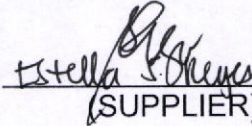


**JOLOIE B. SAN GABRIEL**  
President

SIGNED IN THE PRESENCE OF:



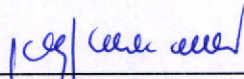
**VIRGILIO S. LEYBA**  
Department Manager, ITSD  
(NPC)



(SUPPLIER)

CBI # FPD-24-07-5316  
₱ 150,000.00

FUNDS AVAILABLE



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

(6)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2023
JOB ORDER	16115
COST CENTER	201300
AMOUNT	₱ 400,000.00

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of AUG 14 2023 2023, personally appeared **MS. MA. ANNABEL P. VERSOZA**, OIC, OVP-CAG, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300246, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 28 ;  
Page No. 7 ;  
Book No. 2 ;  
Series of 2023.

**MTY. 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. 307796; 01/31/2023; Tarlac  
PTR No. 4028415; 01/03/2023; Quezon City  
CLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Diliman, Quezon City

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC

76

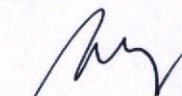


REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in MAKATI CITY, Philippines, this AUG 03 2023 day of \_\_\_\_\_, 2023, personally appeared **MR. JOLOIE B. SAN GABRIEL**, President, **IMAX TECHNOLOGIES INC.**, with Identification Document in the form of Umip no. 0111-410693-7, issued by JCS at \_\_\_\_\_, on \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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. JOHN DOMINGO A. PONCE, JR.**  
Notary Public  
NOTARY PUBLIC  
APPOINTMENT No. M068 / MAKATI CITY  
UNTIL December 31, 2023  
IBP Lifetime No. 03-2023 / MAKATI CITY  
PTR No.: 260608 / 01-05-2023 / RIZAL  
MCLE COMPLIANCE No. VI-00270267 / 05-28-2019  
ROLL NO. 36452 / TIN No. 106-099-102-000  
Unit G-14 Makati Executive Tower 3  
Sen. Gil Puyat Avenue, Pio del Pilar,  
Makati City, Metro Manila

Doc. No.: 285  
Page No.: 58  
Book No.: 267  
Series of 2023.

Contract between NPC and Imax Technologies Inc.  
Two (2) Year License Subscription and Partner Support of ESET Endpoint Security Protection and Hikcentral Pro Management Console PSTORE/ISUP License for SPUG Data Center  
Contract No. LOG MSSP 2023-07-053-MDC

*Handwritten mark*