



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


SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY: 
MARK ANGELO ORLEANS
Account Manager

BY: 
MARY GRACE PRINCEPS
(SUPPLIER)

BY: 
VIRGILIO S. VEYBA
Manager
Information and Technology Services
Department
(NPC)

BY: 
MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group

CONTRACT NO. LOG MSSP 2023-09-078-MDC

SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF NEXT GENERATION FIREWALL HO-IST23-007 / PB230704-NA00163

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 OIC-OVP, Corporate Affairs Group, **MS. MA. ANNABEL P. VERSOZA**, 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 and by virtue of the laws of the Republic of the Philippines, with office address at Newstreet Building, Mc Arthur Highway, Balibago, Angeles City, Pampanga, Philippines, herein represented by its Account Manager, **MR. MARK ANGELO ORLEANS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That -

WHEREAS, on 09 June 2023, NPC posted the Invitation to Bid for the Public Bidding of the Supply, Delivery, Installation, Configuration, Testing and Commissioning of Next Generation Firewall;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 04 July 2023;

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 Universal Access & Systems Solutions Philippines, Inc.
Supply, Delivery, Installation, Configuration, Testing and Commissioning of Next Generation Firewall
Contract No. LOG MSSP 2023-09-078-MDC



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

BY:



MARK ANGELO ORLEANS
Account Manager

SIGNED IN THE PRESENCE OF:


MARY JANE F. DURAN
(SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)

BY:


VIRGILIO S. KEYBA
Manager
Information and Technology Services
Department
(NPC)


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group

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 Supply, Delivery, Installation, Configuration, Testing and Commissioning of Next Generation Firewall under PR No. HO-IST23-007 / PB230704-NA00163;
2. Notice of Award dated 15 September 2023;
3. Post Qualification Report dated 05 September 2023;
4. Bid Opening Report dated 05 July 2023;
5. SUPPLIER's bid proposal dated 03 July 2023;
6. Supplemental/Bid Bulletin No. 1 dated 27 June 2023;
7. Notice to Proceed; and
8. 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 covers but is not limited to the supply, delivery, installation, configuration, testing and commissioning of all the NGFW hardware and software components procured, including all software updates, bug fixes, patches, accessories, and other enhancements made available after the purchase.

The work warranty covers maintenance and software subscription, support, and updates on all the supplied hardware, software, and licenses during the warranty period.

The work shall also include all labor and services, although not explicitly detailed herein but are required for the safe, reliable, and proper operation of the hardware and software components to be procured.

The SUPPLIER shall determine standard architectures and deployment guidelines and develop a detailed development schedule, which will keep the project on time and within budget, the plan shall include but is not limited to the following:

- a. Review the NPC network environment to identify any network or external dependencies; and
- b. Network diagram of the expected deployment.

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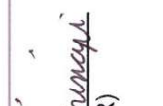
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UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS
PHILIPPINES, INC.
(SUPPLIER)

BY:


MARK ANGELO ORLEANS
Account Manager


SIGNED IN THE PRESENCE OF:


MARY GRACE P. PRINCESA
(SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)

BY:


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group


VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)

TRAINING

The SUPPLIER shall provide an official course voucher for an NGFW Administrator Virtual Instructor Training to two (2) ITSD personnel for the operation, configuration, maintenance, and handling of the system to be supplied. The training shall ensure the operation and maintenance personnel can completely operate and maintain the system. The SUPPLIER is required to submit a comprehensive training course program for approval of NPC. All costs of this training must be included in the system's price.

WARRANTY AND TERMS OF SUPPORT

The SUPPLIER shall provide a warranty to all delivered and installed equipment during the entire duration of the contract. The warranty shall cover hardware maintenance and support services.

After-sales support:

- a. 8x5 phone and email support
- b. 4-hour response time starting from the time of the report
- c. 30 calendar day on-site replacement service for NGFW equipment
- d. Quarterly maintenance and health check with all risks warranty

**ARTICLE III
PROJECT DURATION AND LOCATION**

The delivery period shall be within **SIXTY (60) CALENDAR DAYS** reckoned from receipt of Notice to Proceed. The delivery period shall include installation, configuration, commissioning of the components, and training of ITSD personnel. All hardware and software requirements and appurtenances will be delivered, installed, configured and tested at the NPC-Head Office, Diliman, Quezon City.

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

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS FOUR MILLION THREE HUNDRED THOUSAND (PHP 4,300,000.00) 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.


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PHILIPPINES, INC.
(SUPPLIER)

BY: 
MARK ANGELO ORLEANS
Account Manager

SIGNED IN THE PRESENCE OF:


(SUPPLIER)


VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group

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 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
WARRANTY/GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for twelve (12) months after the acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the SUPPLIER's option, either retention

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

BY:


MARK ANGELO ORLEANS
Account Manager

SIGNED IN THE PRESENCE OF:


MARY JANE P. PINCAPI
(SUPPLIER)


VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group

money in an amount equivalent to at least one percent (1%) but not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

**ARTICLE VII
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 VIII
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 IX
AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

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

BY:


MARK ANGELO ORLEANS
Account Manager


SIGNED IN THE PRESENCE OF:


MARK ANGELO ORLEANS
(SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)

BY:


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group


VIRGILIO SULEYBA
Manager
Information and Technology Services
Department
(NPC)

ARTICLE X
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 XI
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 XII
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 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

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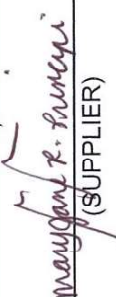
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UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS
PHILIPPINES, INC.
(SUPPLIER)

BY:


MARK ANGELO ORLEANS
Account Manager


SIGNED IN THE PRESENCE OF:


(SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)

BY:


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group


VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)

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 XIII
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 XIV
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 XV
EFFECTIVITY

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

ARTICLE XVI
VENUE OF ACTION

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

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of October, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

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

BY:

MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group

BY:

MARK ANGELO ORLEANS
Account Manager

SIGNED IN THE PRESENCE OF:

VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

(SUPPLIER)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	2023
JOB ORDER	WO# 1996215
COST CENTER	2013 02
AMOUNT	P 4,300,000.00

Omms (I) P 800,000.00 -
Non-omms (C) P 3,440,000.00

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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 OCT 04 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 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, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 037 ;
Page No. 69 ;
Book No. 2 ;
Series of 2023.

CITY. 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
TR No. 4028415; 01/03/2023; Quezon City
TLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Alifan, Quezon City

Contract between NPC and Universal Access & Systems Solutions Philippines, Inc.
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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 SEP 26 2023, 2023, personally appeared **MR. MARK ANGELO ORLEANS**, Account Manager, **UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INC.**, with Identification Document in the form of A0411-0075078, issued by LTO at MANILA, 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.

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 400
Page No.: 57
Book No.: 191
Series of 2023.

FERDINAND D. AYAHAO
Notary Public
For Pasig City, Patros and San Juan City
Appointment No.108 (2022-2023) valid until 12/31/2023
MCLE Exemption No. VII-BEP003719 valid until 04/14/25
Roll No. 46377; IBP LRN 02459; OR. 535886; 06/21/2021
TIN 123-011-785; PTR 0161665; 01/06/23; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel.+632-8631-4800

Contract between NPC and Universal Access & Systems Solutions Philippines, Inc.
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Contract No. LOG MSSP 2023-09-078-MDC

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