

MICROGENESIS SOFTWARE, INC. DOING BUSINESS
UNDER THE NAME AND STYLE OF MICROGENESIS
BUSINESS SYSTEMS
(SERVICE PROVIDER)


JOSE MARIA O. MARCOS IV
Authorized Representative

BY:

SIGNED IN THE PRESENCE OF:


NOEL YU
(SERVICE PROVIDER)


VIRGILIO S. LEYBA
Department Manager, ISTD
(NPC)

NATIONAL POWER CORPORATION
(NPC)


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

BY:

CONTRACT NO. LOG MSSP 2023-08-071-NIY

**ONE (1) YEAR LICENSE AND SUPPORT FOR THE EXISTING FORE
SCOUT NETWORK ACCESS CONTROL
HO-IST23-011 / SVP230511-KA00120**

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 -

MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Unit 1202 Paragon Plaza Building, EDSA Corner Reliance Street, Brgy. Barangka Ilaya, Mandaluyong City, herein represented by its Authorized Representative, **MR. JOSE MARIA O. MARCOS IV**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SERVICE PROVIDER**.

WITNESSETH: That –

WHEREAS, on 08 May 2023, NPC posted the Request for Quotation (RFQ) for the Small Value Procurement for the One (1) Year License and Support for the Existing Fore Scout Network Access Control for ISTD at NPC-Head Office;

WHEREAS, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 11 May 2023;


WHEREAS, SERVICE PROVIDER's bid offer was considered as the single calculated and responsive quotation (SCRQ);

WHEREAS, NPC accepted the said bid of the SERVICE PROVIDER;

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 Microgenesis Business Systems
One (1) Year License & Support for Existing Fore Scout Network Access Control of ISTD NPC-HO
Contract No. LOG MSSP 2023-08-071-NIY

MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS (SERVICE PROVIDER)


BY: 
JOSE MARIA O. MARCOS IV
 Authorized Representative

SIGNED IN THE PRESENCE OF:


NOEL YU
 (SERVICE PROVIDER)


VIRGILIO LEYBA
 Department Manager, ITSD (NPC)

NATIONAL POWER CORPORATION (NPC)

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

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 License and Support for the Existing Fore Scout Network Access Control for ISTD at NPC-Head Office under P. R. No. HO-IST23-011 / SVP230511-KA00120;
2. Notice of Award dated 31 August 2023;
3. Bid Opening and Post Qualification Report dated 05 July 2023;
4. SERVICE PROVIDER's bid proposal dated 11 May 2023;
5. Notice to Proceed
6. The Performance Security to be filed by SERVICE PROVIDER 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 later shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

**ARTICLE II
SCOPE OF WORK**

The scope of work shall cover the one (1) year License and Support for the existing Fore Scout Network Access Control for ISTD with the following technical specifications:

Technical Specifications:

| Description | Specifications |
|--|---|
| ONE (1) YEAR MAINTENANCE RENEWAL OF EXISTING FORESCOUT NETWORK ACCESS CONTROL | |
| Quantity | • One (1) LOT |
| Part Number | Description: |
| FS-AC-B-HW-5140-1 | • ActiveCare Basic 1 year – ForeScout 5140 HW appliance SND19L800VA00601CM |
| FS-AC-B-SIGHT-CONTROL-100-1 | • ActiveCare Basic 1 year – Forescout EyeSight and EyeControl for 100 endpoints |

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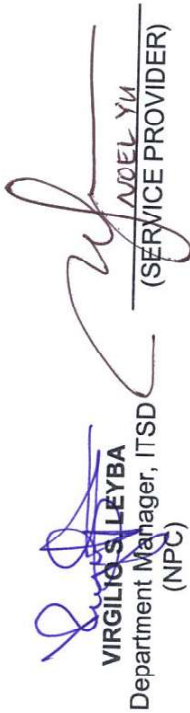
NATIONAL POWER CORPORATION
(NPC)

BY:

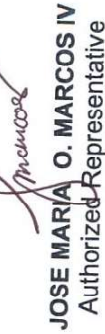


MA. ANNABEL P. VERSOZA
OIC-Office of the Vice President, Corporate
Affairs Group

SIGNED IN THE PRESENCE OF:


VIRGILIO SILEYBA
Department Manager, ITSD
(NPC)

BY:


JOSE MARIA O. MARCOS IV
Authorized Representative

MICROGENESIS SOFTWARE, INC. DOING BUSINESS
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(SERVICE PROVIDER)

| | |
|----------------------------|---|
| | <ul style="list-style-type: none"> • FS-LIC-SIGHT-CONTROL-100 52139836 |
| FS-AC-B-MOD-PAN-NGFW-100-1 | <ul style="list-style-type: none"> • ActiveCare Basic 1 year – Forescout eyeExtend for Palo Alto Networks Next-Generation Firewall for 100 endpoints |
| Training | <ul style="list-style-type: none"> • Refresher training on operation and maintenance for three (3) IT personnel |
| After-Sales Support | <ul style="list-style-type: none"> • Silver Support (1 year) <ul style="list-style-type: none"> o 30 Hours 8x5 Helpdesk Support o Phone Support o Email Support o Remote Support • Four (4) 8x5xNBD Onsite Support (within MM) |

ARTICLE III
PROJECT DURATION AND LOCATION

The contract duration shall be One (1) Year reckoned from receipt of Notice to Proceed.

The SERVICE PROVIDER shall supply and deliver the deliverables at Information System and Technology Department, NPC-Head Office, Diliman, Quezon City within fifteen (15) 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 SERVICE PROVIDER as specified in Article II hereof, NPC shall pay the SERVICE PROVIDER the total contract amount of and not exceeding **PHILIPPINE PESOS FIVE HUNDRED FORTY EIGHT THOUSAND (P 548,000.00) 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 SERVICE PROVIDER.

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

ARTICLE V
PERFORMANCE SECURITY

To guarantee the faithful performance of the SERVICE PROVIDER's obligation under this Contract, the SERVICE PROVIDER shall post a

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NATIONAL POWER CORPORATION
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OIC-Office of the Vice President, Corporate
Affairs Group

SIGNED IN THE PRESENCE OF:

VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

ANDEL YU
(SERVICE PROVIDER)

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(SERVICE PROVIDER)

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JOSE MARIA O. MARCOS IV
Authorized Representative

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 SERVICE PROVIDER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SERVICE PROVIDER.

In case of surety bond, any extension of the contract time granted to the SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER fail to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period/s specified in the Contract, inclusive of duly granted time extensions if any, NPC shall, without prejudice to its 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.

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ARTICLE VII
NON-ASSIGNMENT AND NO SUB-CONTRACT

The SERVICE PROVIDER 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 SERVICE PROVIDER of its responsibilities under the Contract. The SERVICE PROVIDER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER 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 SERVICE PROVIDER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SERVICE PROVIDER because of the disapproval or removal of the sub-contractor, 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

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OIC-Office of the Vice President, Corporate
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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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the submission of documents, or suppression of material facts, which if known could have disqualified the SERVICE PROVIDER gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE XI WARRANTY CLAUSE

SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and/or his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XII JOINT AND SEVERAL LIABILITY

The liability of the SERVICE PROVIDER and/or any and all of the entities representing it on any manner under this Contract or relating to thereto

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BY:



JOSE MARIA O. MARCOS IV
Authorized Representative

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.

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 shall be exclusively in the proper court of Quezon City, Philippines only.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 29th day of SEPT., 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

MICROGENESIS SOFTWARE, INC.
DOING BUSINESS UNDER THE
NAME AND STYLE OF
MICROGENESIS BUSINESS SYSTEMS
(SERVICE PROVIDER)

BY:



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

BY:



JOSE MARIA O. MARCOS IV
Authorized Representative

SIGNED IN THE PRESENCE OF:

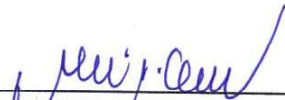


VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)



NOEL YU
(SERVICE PROVIDER)

FUNDS AVAILABLE



LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

| CERTIFIED FUNDS AVAILABLE | |
|---------------------------|---------------|
| PERIOD | : 2023 |
| JOB ORDER | : 06113 |
| COST CENTER | : 2013ms |
| AMOUNT | : P548,000.00 |

non-conv (C) P 448,004.13
conv (J) P 99,995.87

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

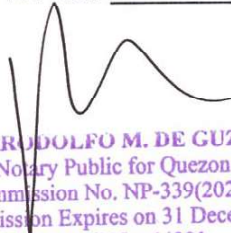
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 29 2023, 2023, personally appeared **MS. ANNABEL P. VERSOZA**, OIC – Office of the Vice President, Corporate Affairs Group, **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 Corporation 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. 323 ;
Page No. 64 ;
Book No. 1 ;
Series of 2023.


NOTARY 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
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

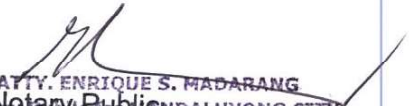
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S
MANDALUYONG CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in ^{MANDALUYONG CITY} Quezon City, Philippines, this 20 SEP 2023 of _____, 2023, personally appeared **MR. JOSE MARIA O. MARCOS IV**, Authorized Representative, **MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS** with Identification Document in the form of COMPANY ID, issued by MICROGENESIS at MANDALUYONG CITY, on JULY 9, 2022, 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. ENRIQUE S. MADARANG
Notary Public
Notary Public MANDALUYONG CITY
APPL. JUDGE REG. UNTIL DEC 31, 2023
REG. NO. 27119
IBP Lifetime No. _____
PTR No. 5107548/01-03-2023/MAND. CITY
IBP License Number No. 00734/Q.C.
MCLE Compliance No. VII-0021993/Until 04-14-25
SUITES 1008-1010 PARAGON PLAZA BLDG.
EDSA COR. RELIANCE ST. MAND. CITY

Doc. No.: 361
Page No.: 74
Book No.: #
Series of 2023.

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