

BY:

ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

HOMER S. GALANG
Dept. Manager, DMD

(SERVICE PROVIDER)
OSCAR KORTALUTZ

BY:

MICHELLE D. WAEL
Authorized Representative

CONTRACT NO. LOG MSSP 2023-12-129-MGF

**SUPPLY OF LABOR AND MATERIALS FOR THE ONE YEAR SOFTWARE
SUPPORT AND LIMITED WARRANTY EXTENSION OF THE WEATHER
SATELLITE RECEIVER AT ANGAT DAM
HO-FFW23-015 / SVP231004-NA00310 (SVP3)**

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 at Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Power Engineering Services, **ATTY. ROGEL T. TEVES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

CORE ACCESS NETWORK 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 B2 L2 Miguel Cristi St., The Nest Oasis, Gutnang Bayan, San Mateo, Rizal, Philippines, herein represented by its Authorized Representative, **MS. MICHELLE D. WAEL**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SERVICE PROVIDER**.

WITNESSETH: That -

WHEREAS, on 23 November 2023, NPC posted the Request for Quotation for the Negotiated Procurement – Small Value Procurement of the Supply of Labor and Materials for the One Year Software Support and Limited Warranty Extension of the Weather Satellite Receiver at Angat Dam;

WHEREAS, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 29 November 2023;

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

WHEREAS, SERVICE PROVIDER's bid meets the eligibility requirements or criteria, and is found to be responsive to the documentary requirements;

Contract between NPC and Core Access Network Solutions Philippines Inc. Supply of Labor and Materials for the One Year Software Support and Limited Warranty Extension of the Weather Satellite Receiver at Angat Dam

Contract No. LOG MSSP 2023-12-129-MGF

ORIGINAL

BY:

BY:

ATTY. ROGER T. TEVES
Vice President, Power Engineering Services

HOMER S. GALANG
Dept. Manager, DMD

(SERVICE PROVIDER)
OSCAR BONVICARIO

MICHELLE D. WAEL
Authorized Representative

- a. Software updates as available.
- b. Supply of one set on-site (at Angat) spare receiver, feed and power supply.
- c. Replacement/repair of installed computer equipment except video monitors and printers.
- d. Remote support via email, remote access and video conferencing as indicated for any technical issue that affects the proper reception and processing of satellite imagery from the Japan Meteorological Agency (JMA) Himawari-8 Weather Satellite.

The SERVICE PROVIDER shall provide Software Support and Limited Warranty Extension of the Weather Satellite Receiver at Angat Dam with the following scope of works:

**ARTICLE II
SCOPE OF WORK**

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.

The documents mentioned above shall collectively be referred to as "Contract Documents".

1. Terms of Reference for the Supply of Labor and Materials for the One Year Software Support and Limited Warranty Extension of the Weather Satellite Receiver at Angat Dam under PR No. HO-FW23-015 / SVP231004-NA00310 (SVP3);
2. Notice of Award dated 29 December 2023;
3. Result of Bid Opening and Post Qualification Report dated 05 December 2023;
4. SERVICE PROVIDER's bid proposal dated 28 November 2023;
5. Notice to Proceed; and
6. The Performance Security to be filed by SERVICE PROVIDER in accordance with this 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:

**ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT**

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:

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

Contract between NPC and Core Access Network Solutions Philippines Inc. Supply of Labor and Materials for the One Year Software Support and Limited Warranty Extension of the Weather Satellite Receiver at Angat Dam Contract No. LOG MSSP 2023-12-129-MGF


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ATTY. ROGEL T. TEVES
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HOMER S. GALANG
Dept. Manager, DMD


(SERVICE PROVIDER)
OSCAR ROODAL


MICHELLE D. WAEL
Authorized Representative

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

**ARTICLE V
PERFORMANCE SECURITY**

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

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.

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 FOUR HUNDRED THOUSAND (PHP 400,000.00) ONLY.**

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

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 Angat Dam Office, Brgy. San Lorenzo, Norzagaray, Bulacan within **ninety (90) calendar days** from receipt of Notice to Proceed.

**ARTICLE III
PROJECT DURATION AND LOCATION**

e. Includes additional charges as maybe required by the National Telecommunications Commission (NTC) and Bureau of Customs (BOC) for the Type Approval Certificates of the spares to be provided.

Contract between NPC and Core Access Network Solutions Philippines Inc. Supply of Labor and Materials for the One Year Software Support and Limited Warranty Extension of the Weather Satellite Receiver at Angat Dam
Contract No. LOG MSSP 2023-12-129-MGF



BY:

BY:

ATTY. ROSEL T. TEVES
Vice President, Power Engineering Services

HOMER S. GALANG
Dept. Manager, DMD

(SERVICE PROVIDER)
OSCAR BOONLUM2

MICHELLE D. WAEL
Authorized Representative

The SERVICE PROVIDER shall not, without the written approval of NPC, assign, transfer, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, 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

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

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

**ARTICLE VI
LIQUIDATED DAMAGES**

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.

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.

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

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.

(NPC)

BY:

ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

HOMER S. GALANG
Dept. Manager, DMD

(SERVICE PROVIDER)
OSCAR RODRIGUEZ

BY:

MICHELLE D. WAEL
Authorized Representative

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.

PRE-TERMINATION
ARTICLE X

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.

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.

SUSPENSION OF WORK
ARTICLE IX

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.

AGREEMENT MODIFICATION
ARTICLE VIII

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-SERVICE PROVIDER 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-SERVICE PROVIDER, or because of the late submission of its approval.

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-SERVICE PROVIDER of the terms and conditions of this Contract.

BY:

BY:


ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services


HOMER S. GALANG
Dept. Manager, DMD


(SERVICE PROVIDER)
OSCAR RODRI & VEZ


MICHELLE D. WAEL
Authorized Representative

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 XIII
VALIDITY CLAUSE**

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 is joint and several and for this reason NPC may proceed against any or all of them.

**ARTICLE XII
JOINT AND SEVERAL LIABILITY**

SERVICE PROVIDER hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SERVICE PROVIDER will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 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, it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission of 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 its representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XI
WARRANTY CLAUSE**

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.

Contract between NPC and Core Access Network Solutions Philippines Inc.
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Contract No. LOG MSSP 2023-12-129-MGF

Handwritten initials and marks in blue ink.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

HOMER S. GALANG
Dépt. Manager, DMD

(SERVICE PROVIDER)
OS/OAR PERNILLAS2

CORE ACCESS NETWORK SOLUTIONS
PHILIPPINES INC.
(SERVICE PROVIDER)

BY:

MICHELLE D. WAEL
Authorized Representative

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.

ARTICLE XV
VENUE OF ACTION

Proceed.

This Contract shall become effective upon receipt of the Notice to

ARTICLE XIV
EFFECTIVITY

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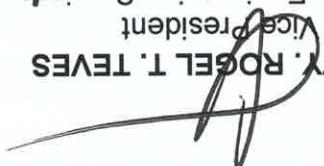
Handwritten initials and marks in blue ink.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 25th day of January, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

CORE ACCESS NETWORK
SOLUTIONS PHILIPPINES INC.
(SERVICE PROVIDER)

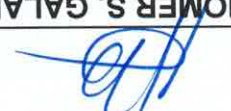
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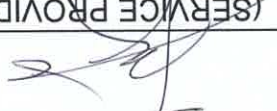

ATTY. ROGEL T. TEVES
Vice President
Power Engineering Services

BY:


MICHELLE D. WAEL
Authorized Representative

SIGNED IN THE PRESENCE OF:


HOMER S. GALANG
Department Manager, FFWSD
(NPC)


(SERVICE PROVIDER)
OSCAR ROBNAUER

FUNDS AVAILABLE

Genes (3)

CERTIFIED FUNDS AVAILABLE
PERIOD: 2024
JOB ORDER: 22049
COST CENTER: 512101
AMOUNT: P14,000.00

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

W
P

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of JAN 25 2024, 2024, personally appeared **ATTY. ROGEL T. TEVES**, Vice President, Power Engineering Services, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300273, 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

ATTY. DIWA RAFAEL B. BONTUYAN

Notary Public for Quezon City
Commission No. NP-401 (2023-2024)
Commission expires on 31 December 2024
Roll No. 64390
IBP No. 1006807; 02/07/2023; Quezon City
PTR No. 4540603; 04/20/2023; Quezon City
MCLE No. VII-0009839; 02/14/2022; 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

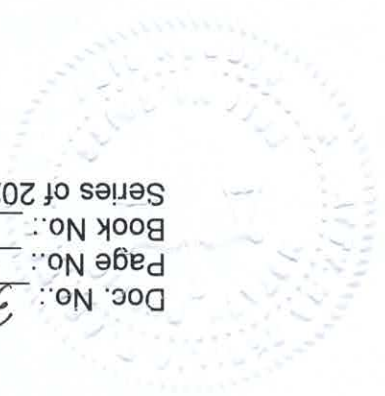
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 15 JAN 2024, 2024, personally appeared **MS. MICHELLE D. WAEL**, Authorized Representative, **CORE ACCESS NETWORK SOLUTIONS PHILIPPINES INC.**, with Identification Document in the form of CRN-0111-4243633-1, issued by WAEL with purpose ID at _____, 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.

[Signature]
Notary Public
ATTY. MA OFELIA T. ARMYON
Until December 31, 2024
IBP Permit No. 262 (2023-2024)
PIBR INO 380643 - December 29, 2023
ROLL No. 84156
MCLE No. VIII-0004212-09 October 2023

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[Handwritten marks]