

ASISI SYSTEMS CORPORATION

BY:

JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:

TRINITY M. BACUNO
(CONTRACTOR)

ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION
(NPC)

BY:

LORLINA E. BOMEDIANO
OIC - OVP, Admin and Finance

CONTRACT NO. LOG MSSP 2024-02-032-ALC

PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM (FDASS) FOR NPC HEAD OFFICE AND RECORDS & TRAINING CENTER MINUYAN

HO-TFM24-002 / SVP240115-KL00020

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 Gabriel Y. Itchon Building, Sen. Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines represented herein by its OIC-OVP, Admin and Finance, **MS. LORLINA E. BOMEDIANO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

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

WITNESSETH: That -

WHEREAS, on 11 January 2024, NPC posted the Request for Quotation for the Preventive Maintenance of Addressable Fire Detection Alarm and Suppression System (FDASS) at NPC Head Office and Records & Training Center Minuyan;


WHEREAS, there were two (2) prospective bidders who secured the Terms of Reference and participated in the Negotiated Procurement conducted on 15 January 2024;

Contract between NPC and Asisi Systems Corporation
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WHEREAS, CONTRACTOR's bid offer was considered as the single calculated and responsive quotation;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

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

1. Terms of Reference for the Preventive Maintenance of the Addressable Fire Detection Alarm and Suppression System (FDASS) for NPC Head Office and Records & Training Center Minuyan (HO-TFM24-002) / SVP240115-KL00020;
2. Result of Bid Opening and Post-qualification Report dated 01 February 2024;
3. CONTRACTOR's bid proposal dated 12 January 2024;
4. Notice of Award dated 21 February 2024;
5. Notice to Proceed; and
6. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

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

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

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SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin


JANNY M. PESE
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:


LORLINA E. BOMEDIANO
OIC - OVP, Admin and Finance

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ASISI SYSTEMS CORPORATION

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Product Manager 2

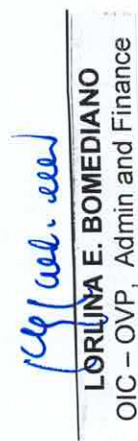
SIGNED IN THE PRESENCE OF:


TANVIN P. ESCUD
(CONTRACTOR)


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION
(NPC)

BY:


LORRAINE E. BOMEDIANO
OIC - OVP, Admin and Finance

**ARTICLE II
GENERAL**

The Contract covers the requirements for the furnishing of labor for the Preventive Maintenance of the Addressable Fire Detection Alarm and Suppression System (FDASS) for NPC Head Office and Records & Training Center Minuyan.

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

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

**ARTICLE III
SCOPE OF WORKS**

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

Monthly Basis (2nd week of the month):

1. Check the Light Emitting Diode (LCD) displays and all wiring terminal per circuit of the alarm control panel.

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BY:


JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:


TANNY M. PRENSNO
(CONTRACTOR)


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

BY:


LORLINA E. BOMEDIANO
OIC - OVP, Admin and Finance

2. Check program and proper display of all addressable field devices of the alarm control panel.
3. Check for any unusual appearance or condition of devices and fault system of the fire alarm control panel.
4. Test the fire alarm control panel using AC and DC operation.
5. Check, clean and random test of Smoke, Heat Detectors, Manual Pull Station, and Alarm Bell (audible & signal).
6. Check field devices (Smoke, Heat & Manual Pull Station).
7. Visual check (Smoke, Heat, Manual Pull Station and Alarm Bell) for any obstruction and unusual appearance.
8. Check (Smoke, Heat & Manual Pull Station) wiring terminal.
9. Check switches/contact for corrosion of Manual Pull Station.
10. Check the batteries' terminals/contracts for any corrosion and address location test battery voltage capacity as back-up batteries for Alarm Control Panel.
11. Test the back-up battery for about ten (10) minutes without AC power supply.
12. Check electrical piping, wiring installation and its hanger support.
13. Check the system for open, short and grounded wiring per loop/circuit.

Quarterly Basis (4th week of the month):

1. Gather and print event history of the control panel.
2. Gather data for dirty smoke or heat detectors.
3. Sensitivity test of all field devices (Smoke, Heat and Manual Pull Station).

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SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION
(NPC)

BY:


LORLINA E. BOMEDIANO
OIC – OVP, Admin and Finance

4. Testing and Checking the modules/power supplies of General Alarm Panel.
5. Test the General Alarm without AC power supply for three (3) hours using battery.
6. Inspection of all piping, supports and obstruction.

Yearly Basis (4th week of the month):

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

**ARTICLE IV
CONTRACT DURATION AND LOCATION**

The contract period shall be **one (1) year** with monthly, quarterly and annual preventive maintenance services for NPC-Head Office and Records & Training Center Minuyan reckoned from the date stated in the Notice to Proceed.

Maintenance services shall be performed by the CONTRACTOR for NPC's Addressable Fire Detection Alarm and Suppression System for NPC-Head Office, Diliman, Quezon and Records & Training Center Minuyan.

**ARTICLE V
LIABILITIES**

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

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JESSNAR M. MACASAET
Product Manager 2

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

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

ARTICLE VI
TOTAL CONTRACT PRICE AND PAYMENT TERMS

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article III hereof, NPC shall pay the CONTRACTOR in the Philippines Pesos and in accordance with the Contract documents the amount of **Nine Hundred Eighty Five Thousand Pesos Only (PhP 985,000.00)**. Breakdown are as follows:

ITEM NO.	DESCRIPTION	TOTAL PRICE (PhP)
1	PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM (FDAS) AT NPC-HEAD OFFICE (2024-2025)	615,000.00
2	PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM (FDAS) AT NPC RECORDS & TRAINING CENTER (2024-2025)	370,000.00
GRAND TOTAL (PhP)		985,000.00

Upon accomplishment of each monthly Preventive Maintenance of the Addressable Fire Detection Alarm and Suppression System (FDASS) for NPC Head Office and Records & Training Center Minuyan, the CONTRACTOR shall submit the maintenance report of at least five (5) days after the scheduled maintenance/service with their Sales Invoice attached. Thirty (30) days payment upon submission of complete documents/attachments.


SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin


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Sr. Department Manager, Admin

NATIONAL POWER CORPORATION
(NPC)

BY:


LORLINA E. BOMEDIANO
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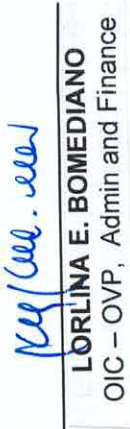

JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION (NPC)

BY:


LORLINA E. BOMEDIANO
OIC - OVP, Admin and Finance

ARTICLE VII
PERFORMANCE SECURITY

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

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a Foreign Bank which shall be Five Percent (5%) of the total Contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price. The Insurance company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to 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 project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

This performance security shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, 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 the 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

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Product Manager 2

CONTRACTOR 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 discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.

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

ARTICLE VIII
LIQUIDATED DAMAGES


Should CONTRACTOR fail to satisfactorily deliver any or all the GOODS and/or perform the services within the period 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, a sum equivalent to one tenth (1/10) of one percent (1%) of the contract cost of the delay/unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the NPC may rescind the contract without prejudice to other course of action and remedies open to it.

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


LORLINA E. BOMEDIANO
OIC – OVP, Admin and Finance


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin


TANNY M. PRESNO
(CONTRACTOR)

ARTICLE IX
NON-ASSIGNMENT AND NO SUB-CONTRACTING

The CONTRACTOR 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 CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

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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 CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE X
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 XI
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 contractor 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 XII
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 CONTRACTOR, 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 CONTRACTOR in the submission of documents, or suppression of material facts, which if known

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SIGNED IN THE PRESENCE OF:

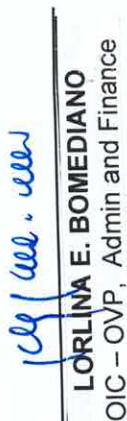

TANY M. BABBAGU
(CONTRACTOR)


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

NATIONAL POWER CORPORATION

(NPC)

BY:


LORLINA E. BOMEDIANO
OIC - OVP, Admin and Finance

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ASISI SYSTEMS CORPORATION

BY:


JESSNAR M. MACASAET
Product Manager 2

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 XIII
WARRANTY CLAUSE**

CONTRACTOR 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 CONTRACTOR 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 or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

**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 the receipt of the Notice to Proceed.

NATIONAL POWER CORPORATION
(NPC)

BY:


LORLINA E. BOMEDIANO
OIC - OVP, Admin and Finance

SIGNED IN THE PRESENCE OF:


TANNY M. PRESIOSO
(CONTRACTOR)

ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin

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

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 2nd day of April, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

ASISI SYSTEMS CORP.
(CONTRACTOR)

BY: [Signature]
LORLINA E. BOMEDIANO
OIC – Office of the Vice President,
Admin and Finance

BY: [Signature]
JESSNAR M. MACASAET
Product Manager 2

SIGNED IN THE PRESENCE OF:

[Signature]
ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Admin
(NPC)

[Signature]
TANJOY M. PLASID
(CONTRACTOR)

FUNDS AVAILABLE

[Signature]
LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
[Signature]

Certificate of Budgetary Inclusion	
Period:	<u>Jan - May, 2025</u>
WO/JO:	<u>A004394 & A004395</u>
Cost Center:	<u>2602010 - FID-25-03-5434</u>
Amount:	<u>₱ 410,416.67</u>

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	<u>2024</u>
JOB ORDER	<u>JO 0004394 / A004395</u>
COST CENTER:	<u>2602010</u>
AMOUNT	<u>₱ 574,583.33</u>

JO 0004394 (minuyan) ₱ 188,375.00
JO 0004395 (lto) ₱ 309,125.00
JO 0004399 (minuyan) ₱ 27,458.33
JO 0004398 (lto) ₱ 49,625.00

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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 APR 02 2024, 2024, personally appeared **MS. LORLINA E. BOMEDIANO**, OIC - OVP, Admin and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 33 ;
Page No. 8 ;
Book No. 4 ;
Series of 2024.

ATTY. 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. 307797; 01/31/2023; Tarlac
PTR No. 5661363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, 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 20 MAR 2024 day of _____, 2024, personally appeared **MR. JESSNAR M. MACASAET, Product Manager 2, ASISI SYSTEMS CORPORATION** with Identification Document in the form of DRIVERS LICENCE, issued by LFB at QUEZON CITY, on 1/26/23, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 3rd
Page No.: 60
Book No.: 104
Series of 2024.

ATTY. KATHERINE T. ELEMEN
Roll No. 3549

Adm. No. NP-052 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2024
IBP No. 403651; Q.C.; 1-5-2024
PTR No. 5554845; Q.C.; 1-2-2024
MCLE Exemption No. VIII-BEP001477; 10-19-2022

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