

ASISI SYSTEMS CORPORATION  
(CONTRACTOR)

*Jessnar M. Macasaet*  
**JESSNAR M. MACASAET**  
Product Manager 2

BY:

**CONTRACT NO. LOG MSSP 2022-12-127-MGF**

**PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE  
DETECTION SYSTEM & SUPPRESSION SYSTEM (FDAS) AT NPC  
HEAD OFFICE AND RECORDS/TRAINING CENTER, MINUYAN, SJDM,  
BULACAN  
HO-TFM23-006 / SVP221110-RG**

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 Vice President – Admin & Finance, **MR. ALEXANDER P. JAPON**, 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, NPC thru its Transportation and Facilities Management Division, General Services Department, needs a contract for the Preventive Maintenance of the Addressable Fire Detection System & Suppression System (FDAS) at NPC Head Office and Records/Training Center, Minuyan, SJDM, Bulacan.

WHEREAS, to respond to the above-mentioned requirement, the end-user submitted Purchase Requisition and recommended the procurement of the Preventive Maintenance of the Addressable Fire Detection System & Suppression System (FDAS) through NP-Small Value Procurement under Section 53.9 of RA 9184 and its 2016 Revised IRR;

WHEREAS, there were three (3) prospective bidders who secured the

Contract between NPC and Asisi Systems Corp.  
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Contract No. LOG MSSP 2022-12-127-MGF

(NPC)

*Marciana B. Guinto*  
**MARCIANA B. GUINTO**  
Sr. Department Manager, Admin  
(NPC)

*Alexander P. Japon*  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance

BY:

terms of reference and participated in the negotiated procurement conducted on 10 November 2022;

WHEREAS, CONTRACTOR's quotation 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 Preventive Maintenance of the Addressable Fire Detection System & Suppression System (FDAS) at NPC Head Office and Records/Training Center, Minuyan, SJDM, Bulacan, under HO-TFM23-006 / SVP221110-RG;
2. Result of Bid Opening and Post Qualification Report dated 29 November 2022;
3. CONTRACTOR's bid proposal dated 10 November 2022;
4. Notice of Award dated 21 December 2022;
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.

## **ARTICLE II** **GENERAL**

The Contract covers the technical requirements for the furnishing of labor for the Preventive Maintenance of the Addressable Fire Detection System & Suppression System (FDAS) at NPC Head Office and Records/ Training Center, Minuyan, SJDM, Bulacan.

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BY: \_\_\_\_\_  
(CONTRACTOR)

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**JESSNAR M. MACASAET**  
Product Manager 2

BY: \_\_\_\_\_

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Sr. Department Manager, Admin  
(NPC)

BY: \_\_\_\_\_  
(NPC)

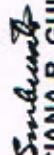
*Alexander P. Japon*  
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Vice President, Admin and Finance

ASISI SYSTEMS CORPORATION  
(CONTRACTOR)

BY:

  
**JESSNAR M. MACASAET**  
Product Manager 2

  
**MARCIANA B. GUINTO**  
Sr. Department Manager, Admin (NPC)

  
**MARCIANA B. GUINTO**  
Sr. Department Manager, Admin (NPC)

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance

(NPC)

BY:

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 4 to 5 days after the services conducted 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 3 to 4 days for every preventive maintenance schedule.
6. Major works/relocation/replacement of field devices shall be free of charge to NPC as well as programming of the systems.
7. Provide security code/password of the system.
8. Submission of update/revise as built-in plan/diagram, layout of wirings & field devices/system as needed.

**ARTICLE III**  
**SCOPE OF WORKS**

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 (2<sup>nd</sup> week of the month):**

1. Check the Light Emitting Diode (LCD) displays and all wiring terminal per circuit of the main alarm control panels and remote display control module (MACP & RDCM) of the Fire Detection Alarm and Suppression System.
2. Check program and proper display of all addressable field devices of the main alarm control panels of FDAS and Suppression System.
3. Check on any unusual appearance or condition of devices and fault system of the main fire alarm control panels.
4. Test the main fire alarm control panel and control head of the suppression using AC and DC operation.
5. Check, clean and random test of Smoke, Heat Detectors, Manual Pull Station, Alarm Bell, Siren, Strobe (audible & signal).
6. Check field devices (Smoke, Heat & Manual Pull Station).
7. Visual Check (Smoke, Heat & Manual Pull Station, Alarm Bell, Siren Strobe Gauge and Control Head) for any

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Product Manager 2

8. obstruction and unusual appearance.
8. Check (Smoke, Heat & Manual Pull and Abort Station) wiring terminal.
9. Check switches/contact for corrosion of Manual Pull and Abort Station.
10. Check the automatic Voltage Regulator (AVR) and Batteries' terminals/contacts for any corrosion and address location test battery voltage capacity as back-up batteries for Main Alarm Control Panel.
11. Test the back-up batteries 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 (4<sup>th</sup> week of the month):**

1. Gather and print event history of the main control panels.
2. Gather data for dirty smoke or heat detectors.
3. Sensitivity test of all field devices (Smoke, Heat and Manual Pull Station).
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 batteries.
6. Inspection of all piping, supports and obstruction.

**Yearly Basis (4<sup>th</sup> 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 NPC Head Office and Records/ Training Center, Minuyan, SJDM, Bulacan reckoned from the issuance date of the Notice to Proceed.

(NPC)

BY:

*Alexander P. Japon*  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance

*Marciana B. Guinto*  
**MARCIANA B. GUINTO**  
Sr. Department Manager, Admin (NPC)

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*Handwritten mark*

**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.

CONTRACTOR shall also be held liable to, and shall indemnify third (3<sup>rd</sup>) person/s for claims 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 Supplier 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 Philippine Pesos and in accordance with the Contract documents the amount of **NINE HUNDRED EIGHTY THOUSAND PESOS (P 980,000.00)**.

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

**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

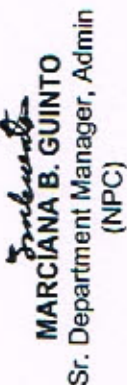
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ASISI SYSTEMS CORPORATION  
(CONTRACTOR)

BY:

  
**JESSNAR M. MACASAET**  
Product Manager 2

  
**MARCIANA B. GUINTO**  
Sr. Department Manager, Admin  
(NPC)

  
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Sr. Department Manager, Admin  
(NPC)

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance

(NPC)

BY:



Power Corporation.

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 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 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.


**ARTICLE VIII  
LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.


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ASISI SYSTEMS CORPORATION  
(CONTRACTOR)

BY:

  
JESSNAR M. MACASAET  
Product Manager 2

  
John Villavieja  
(CONTRACTOR)

  
MARCIANA B. GUINTO  
Sr. Department Manager, Admin  
(NPC)

  
ALEXANDER P. JAPON  
Vice President, Admin and Finance

(NPC)

BY:

3

**ARTICLE IX  
WARRANTY CLAUSE**

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

**ARTICLE X  
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 XI  
GOVERNING LAW**

The contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**ARTICLE XII  
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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(CONTRACTOR)

BY:

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Product Manager 2

*Vice President*  
(CONTRACTOR)

*Marciana B. Guinto*  
MARCIANA B. GUINTO  
Sr. Department Manager, Admin  
(NPC)

*Alexander P. Japon*  
ALEXANDER P. JAPON  
Vice President, Admin and Finance

(NPC)

BY:


IN WITNESS WHEREOF, the parties hereto have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**ASISI SYSTEMS CORPORATION**  
(CONTRACTOR)


BY:

BY:

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance

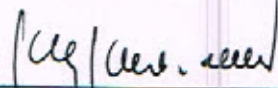
  
**JESSNAR M. MACASAET**  
Product Manager 2

SIGNED IN THE PRESENCE OF:

  
**MARCIANA B. GUINTO**  
Senior Department Manager, Admin  
(NPC)

  
**(CONTRACTOR)**

FUNDS AVAILABLE

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

(G)  
**CERTIFIED FUNDS AVAILABLE**  
PERIOD : 2023  
JOB ORDER : JO 19004124/4127  
COST CENTER : 2102010  
AMOUNT : P 653,333.33

JO 19004124 P 416,000.00  
JO 19004127 P 237,333.33

Per attached CB1  
FPD-24-01-5130  
A004124 P 208,000.00  
A004127 P 118,666.67

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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 JAN 31 2023, 2022, personally appeared **MR. ALEXANDER P. JAPON**, Vice President-Admin and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300013, 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, 2022  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 240 ;  
Page No. 48 ;  
Book No. 320 ;  
Series of 2022.

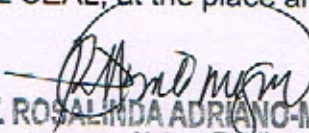
ATTY. JASON G. DE BELEN  
Roll No. 36259  
Adm. No. NP-070 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2023  
No. 7M Sct. Borromeo St. cor. Panay Ave., Q.C.  
IBP No. 259495; Q.C.; 1-3-2023  
PTR No. 4007196; Q.C.; 1-3-2023  
MCLE VII-0019570; 5-30-22

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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of ~~JAN 24 2023~~ 2022, personally appeared **MR. JESSNAR M. MACASAET**, Product Manager 2, **ASISI SYSTEMS CORPORATION** with Identification Document in the form of \_\_\_\_\_, issued by \_\_\_\_\_ at \_\_\_\_\_, 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.

  
ATTY. ROSALINDA ADRIANO-MONTENEGRO

Notary Public

Valid Until December 31, 2023

PTR No. ~~1312/2022~~

IBP ~~JBR Lifetime No. 1312/2023-Q.C.~~

PTR No. No. 68465

MCLE Compliance No. VII-0021672-14 April 2025

Unit 312 Bldg. 137 Malakas St

Brgy. Central, Quezon City

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