

ORIGINAL

**CONTRACT NO. LOG MSSP 2021-01-002-ALC**

**PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE  
DETECTION ALARM AND SUPPRESSION SYSTEM AT NPC HEAD  
OFFICE AND NPC RECORDS & TRAINING CENTER,  
MINUYAN, BULACAN**

**HO-TFM20-020 & HO-TFM20-021 / SVP201218-JD00431**

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 BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines represented herein by its Vice President, Admin and Finance, **MR. ALEXANDER P. JAPON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**ASISI SYSTEMS CORP.**, 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, **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 Addressable Fire Detection Alarm and Suppression System at NPC Head Office and NPC Records & Training Center, Minuyan, Bulacan;

WHEREAS, to respond to the above-mentioned requirement, NPC's end-user submitted two (2) Purchase Requisitions and recommended the procurement of the Preventive Maintenance through Small Value Procurement, under Section 53.9 of RA 9184 and its 2016 Revised IRR;

Contract between NPC and Asisi Systems Corp.  
Preventive Maintenance of Addressable Fire Detection Alarm & Suppression System at NPC Head Office and NPC Records & Training Center, Minuyan, Bulacan  
Contract No. LOG MSSP 2021-01-002-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 1 of 11

ASISI SYSTEMS CORP.

BY:

**JESSNAR M. MACASAET**  
Product Manager

SIGNED IN THE PRESENCE OF:

**TAMARA M. PRESANO**  
(CONTRACTOR)

**ALMARIO G. RETUAL**  
OIC - General Services Dept.  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

**ALEXANDER P. JAPON**  
VP, Admin and Finance Group

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WHEREAS, out of four (4) prospective bidders who were invited to participate, only two (2) bidders secured the Terms of Reference and participated in the Small Value Procurement conducted on 18 December 2020, on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer was considered as the lowest calculated and responsive bid;

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 Addressable Fire Detection Alarm & Suppression System at NPC Head Office and NPC Records & Training Center, Minuyan, Bulacan (HO-TFM20-020 & HO-TFM20-021);,
2. Bid Opening and Post-qualification Report dated 29 December 2020; ,
3. CONTRACTOR's bid proposal dated 18 December 2020; ,
4. Notice of Award dated 18 January 2021; ,
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 former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

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Head Office and NPC Records & Training Center, Minuyan, Bulacan  
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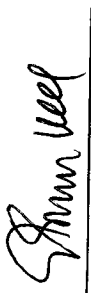
AFG-LOG-007.F01  
Rev. No. 0  
Sheet 2 of 11

ASISI SYSTEMS CORP.

BY:

  
JESSNAR M. MACASAET  
Product Manager

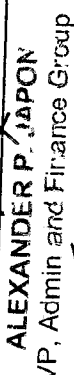
SIGNED IN THE PRESENCE OF:

  
ALMARIO G. RETUTAL  
OIC - General Services Dept.  
(NPC)

  
JESSNAR M. MACASAET  
(CONTRACTOR)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP, Admin and Finance Group

ASISI SYSTEMS CORP.

BY:

  
JESSNAR M. MACASAET  
Product Manager

**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 at NPC-Head Office and NPC Records & Training Center, Minuyan, Bulacan.

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 2 to 3 days for every preventive maintenance schedule.
6. Major works/relocation of field devices shall be charged separately as agreed upon.
7. Submission of update/revise as built plan/diagram, layout of wirings & field devices/system as needed.

SIGNED IN THE PRESENCE OF:

  
TANJO R. PRESNO  
(CONTRACTOR)

  
ALMARIO G. RETUTAL  
OIC - General Services Dept.  
(NPC)

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

1. Check the Light Emitting Diode (LCD) displays and all wiring terminal per circuit of the alarm control panel.
2. Check program and proper display of all addressable field devices of the alarm control panel.

NATIONAL POWER CORPORATION  
(NPC)

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ALEXANDER P. JAPON  
VP, Admin and Finance Group

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Head Office and NPC Records & Training Center, Minuyan, Bulacan  
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BY:

ALEXANDER F. JAPON  
VP, Admin and Finance Group

ALMARIO G. RETUAL  
OIC - General Services Dept.  
(NPC)

TANIGUCHI M. PREGUNO  
(CONTRACTOR)

JESSNAR M. MACASAET  
Product Manager

3. Check for any unusual appearance or condition of device 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 & 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 (4<sup>th</sup> 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).
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.

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BY:

JESSNAR M. MACASAET  
Product Manager

- 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 for NPC Head Office and NPC Records & Training Center 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 Suppression System in NPC-Head Office, Diliman, Quezon City and NPC Records & Training Center, Minuyan, Bulacan.

**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 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.

SIGNED IN THE PRESENCE OF:

TAMARA P. PRESNO  
(CONTRACTOR)

ALMARIO G. RETUTAL  
OIC – General Services Dept.  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

ALEXANDER B. JAPON  
VP, Admi. and Finance Group

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**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 **One Million Seventy Thousand Pesos Only (PhP 1,070,000.00)**, Breakdown are as follows:

PR NO.	DESCRIPTION	TOTAL PRICE (PhP)
HO-TFM20-020	PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM AT NPC-HEAD OFFICE	630,000.00
HO-TFM20-021	PREVENTIVE MAINTENANCE OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM AT NPC RECORDS & TRAINING CENTER	440,000.00
<b>GRAND TOTAL (PhP)</b>		<b>1,070,000.00</b>

Upon accomplishment of monthly Preventive Maintenance of the Addressable Fire Detection Alarm and Suppression System at NPC-Head Office and NPC Records & Training Center, the Contractor shall submit the maintenance report at least five (5) days after the scheduled maintenance/services with their Service Invoice attached. Payment shall be thirty (30) days upon submission of complete documents/attachments.

**ARTICLE VII**  
**PERFORMANCE SECURITY**

To guarantee the faithful performance of its obligations under the Contract, CONTRACTOR shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security (penalty bond) in favor of NPC in an amount equivalent to five percent (5%) of the total contract price in the form of cash, or cashier's/ manager's check or bank draft/guarantee, or irrevocable letter of credit issued by a reputable local 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, or in an amount equal to thirty percent (30%) of the total contract price in the form

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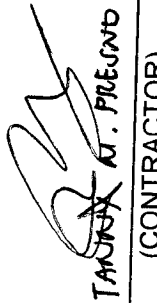
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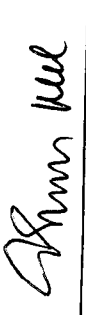
ASISI SYSTEMS CORP.

  
**JESSNAR M. MACASAE**  
Product Manager

BY:

SIGNED IN THE PRESENCE OF:

  
**TAPANI A. PILEGATO**  
(CONTRACTOR)

  
**ALMARIO G. RETUTAL**  
OIC - General Services Dept.  
(NPC)

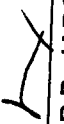
NATIONAL POWER CORPORATION  
(NPC)

  
**ALEXANDER P. JAPON**  
VP, Admin and Finance Group


BY:

NATIONAL POWER CORPORATION (NPC)

BY:

  
ALEXANDER P. JAPON  
VP, Admin and Finance Group

SIGNED IN THE PRESENCE OF:

  
ALMARIO G. RETUTAL  
OIC - General Services Dept.  
(NPC)

  
TANYA M. PREBINO  
(CONTRACTOR)

ASISI SYSTEMS CORP.

BY:

  
JESSNAR M. MACASAET  
Product Manager

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of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security or submission of Performance Securing Declaration. The Insurance Company that will issue Performance Security must be acceptable to National Power Corporation.

The performance security shall be valid for the duration of the contract and 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 CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited 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 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 CONTRACTOR to post an acceptable Performance Security within ten (10) days, after the contract time extension has been granted by NPC.

**ARTICLE VIII  
GUARANTEE**

The CONTRACTOR shall provide at least One (1) year. Warranty on services rendered, during the contract period for NPC Head Office and NPC Records & Training Center, Minuyan, Bulacan.

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 IX  
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.

**ARTICLE X  
WARRANTY CLAUSE**

The 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 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 the said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for rescission or cancellation of this Contract of the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the CONTRACTOR and/or his representative and NPC official and employee.

**ARTICLE XI  
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.

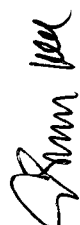
ASISI SYSTEMS CORP.

BY:

  
JESSNAR M. MACASAET  
Product Manager

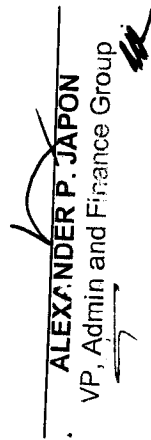
SIGNED IN THE PRESENCE OF:

  
TANYA M. PREWOO  
(CONTRACTOR)

  
ALMARIO G. RETUTAL  
OIC – General Services Dept.  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP, Admin and Finance Group

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**ARTICLE XII  
EFFECTIVITY**

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

**ARTICLE XIII  
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 4th day of March, 2021 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION  
(NPC)**

**ASISI SYSTEMS CORP.  
(CONTRACTOR)**

BY:

BY:

**ALEXANDER P. JAPON**  
VP-Admin & Finance

**JESSNAR M. MACASAET**  
Product Manager

SIGNED IN THE PRESENCE OF:

**ALMARIO G. RETUTAL**  
OIC-General Services Dept.  
(NPC)

**TANNY M. PRESNO**  
(CONTRACTOR)

Date of Payment	January 1 - February 28, 2022
Job	JO# A003988, JO# A003989
Center	CC # 2602010
amt	₱ 178,333.33

attached signed CBI # FPD-22-01-5410  
dtd 1/27/2021

FUNDS AVAILABLE

**ALEXANDER P. JAPON**  
Sr. Department Manager, Finance

Non-OMA

CERTIFIED FUNDS AVAILABLE	
PERIOD	Mar. 01, 2021 - Dec. 31, 2021
JOB ORDER	JO# A003988 & A003989
COST CENTER	CC# 2602010
AMOUNT	₱ 891,666.67

JO# A003988 - ₱ 366,666.67  
JO# A003989 - ₱ 525,000.00  
₱ 891,666.67

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

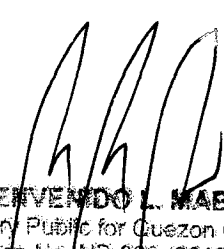
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this ~~MAR 04 2020~~<sup>2021</sup> of \_\_\_\_\_, 2021, personally appeared **MR. ALEXANDER P. JAPON**, Vice President, Admin & Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) 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, 2021  
IBP Lifetime No.: \_\_\_\_\_  
PTR No. \_\_\_\_\_

Doc. No. 92 ;  
Page No. 102 ;  
Book No. 3 ;  
Series of 2021.

  
**ATTY. BIENVENIDO L. MABULAC II**  
Notary Public for Quezon City  
Commission No. NP-323 (2019 - 2020)  
Commission extended until June 30, 2021 pursuant to  
Supreme Court En Banc Resolution dated  
December 1, 2020 issued in relation to B.M. No. 3795  
Roll of Attorneys No. 64522  
PTR No. 05093260; 01/05/2021; Quezon City  
IBP OR No. 122560; 01/05/2021; CALMANA Chapter  
MCLE Compliance No. VI-0016065; 12/07/2018  
4th Floor, NPC Office Building, NPC Compound,  
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 FEB 11 2021 day of \_\_\_\_\_, 2021, personally appeared **MR. JESSNAR M. MACASAET, Product Manager, ASISI SYSTEMS CORP,** with Identification Document in the form of DRIVERS LICENSE NIS-0001638 issued by LTD at CAD JUAN, on SEPT. 27, 2016, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) 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.

Doc. No.: 238  
Page No.: 49  
Book No.: 40  
Series of 2021.

**ATTY. LARA MAE N. ACOSTA**  
Notary Public for and in Quezon City  
Until SEPTEMBER 30, 2022  
IBP Admission Matter No. 028  
PTR No. 0680526 (01/2/21) Quezon City  
IBP No. 017305 (Lifetime Member) Makati Chapter  
MCLE Compliance No. VI-0020198 (4/14/22)  
Tower 1 Amaia Skies Socorro Cubao, Quezon City  
TIN 339-068-691

Contract between NPC and Asisi Systems Corp.  
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