


UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS
PHILIPPINES, INC.
(SUPPLIER)

BY:


MARK ANGELO ORLEANS
Account Manager

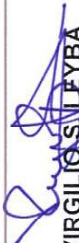
SIGNED IN THE PRESENCE OF:


MARK ANGELO ORLEANS
(SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)

BY:


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group


VIRGILIO SULEYBA
Manager
Information and Technology Services
Department
(NPC)

**ARTICLE X
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 SUPPLIER 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 XI
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 SUPPLIER, 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 SUPPLIER in the submission of documents, or suppression of material facts, which if known 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 XII
WARRANTY CLAUSE**

SUPPLIER 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 SUPPLIER 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

Contract between NPC and Universal Access & Systems Solutions Philippines, Inc.
Supply, Delivery, Installation, Configuration, Testing and Commissioning of Next Generation Firewall
Contract No. LOG MSSP 2023-09-078-MDC

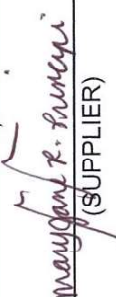
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UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS
PHILIPPINES, INC.
(SUPPLIER)

BY:


MARK ANGELO ORLEANS
Account Manager


SIGNED IN THE PRESENCE OF:


(SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)

BY:


MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group


VIRGILIO S. LEYBA
Manager
Information and Technology Services
Department
(NPC)

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

**ARTICLE XIII
JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER 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 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 receipt of the Notice to Proceed.

**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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of October, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INC.
(SUPPLIER)

BY:

MA. ANNABEL P. VERSOZA
OIC-OVP, Corporate Affairs Group

BY:

MARK ANGELO ORLEANS
Account Manager

SIGNED IN THE PRESENCE OF:

VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

(SUPPLIER)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: WJ0# 1996215
COST CENTER	: 2013 02
AMOUNT	: P 4,300,000.00

Omms (I) P 800,000.00 -
Non-omms (C) P 3,440,000.00

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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 OCT 04 2023, 2023, personally appeared **MS. MA. ANNABEL P. VERSOZA**, OIC, OVP-CAG, **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 Company 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. 037 ;
Page No. 69 ;
Book No. 2 ;
Series of 2023.

CITY. 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
TR No. 4028415; 01/03/2023; Quezon City
TLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Alifan, Quezon City

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of **SEP 26 2023**, 2023, personally appeared **MR. MARK ANGELO ORLEANS**, Account Manager, **UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INC.**, with Identification Document in the form of 100411-0075078, issued by LTO at MANILA, 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.

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 400
Page No.: 57
Book No.: 191
Series of 2023.

FERDINAND D. AYAHAO
Notary Public
For Pasig City, Patros and San Juan City
Appointment No.108 (2022-2023) valid until 12/31/2023
MCLE Exemption No. VII-BEP003719 valid until 04/14/25
Roll No. 46377; IBP LRN 02459; OR. 535886; 06/21/2021
TIN 123-011-785; PTR 0161665; 01/06/23; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel.+632-8631-6800

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