CONTRACT NO. LOG MSSP 2024-05-068-MDC

TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR) INTERNET GATEWAY SERVICE CONNECTION FOR NATIONAL POWER CORPORATION PR NO. HO-IST24-002 / PB240326-RA00098

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, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, MR. FERNANDO MARTIN Y. ROXAS, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

INFINIVAN, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 17th Floor Ore Central Tower, 9th Avenue corner 31st Street, Bonifacio Global City, Fort Bonifacio, Taguig City, Philippines, herein represented by its President, MR. SHIGEKI NAKAHARA, who is duly authorized to represent it in this transaction, hereinafter referred to as SERVICE PROVIDER.

WITNESSETH: That -

WHEREAS, on 27 February 2024, NPC posted the Invitation to Bid for the Public Bidding of the Two (2) Years 500 MBPS or Above Committed Information Rate (CIR) Internet Gateway Service Connection for National Power Corporation;

WHEREAS, out of four (4) prospective bidders who secured the bidding documents, only three (3) prospective bidders participated in the bidding conducted on 26 March 2024;

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

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

Contract between NPC and Infinivan, Inc. Two (2) Years 500 MBPS or Above Committed Information Rate (CIR) Internet Gateway Service Connection for National Power Corporation Contract No. LOG MSSP 2024-05-068-MDC

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BY:

SERVIL CANE ONLE (SERVISE PROVIDER

SHIGEKI NAKAHARA

IRGILIO SILEYBA Manager, ITSD (NPC)

BY:

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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. Bidding Documents for the Two (2) Years 500 MBPS or Above Committed Information Rate (CIR) Internet Gateway Service Connection for National Power Corporation under PR No. HO-IST24-002 / PB240326-RA00098:
- 2. Notice of Award dated 24 May 2024:
- 3. Post Qualification Report dated 11 April 2024;
- 4. Bid Opening/Evaluation Report dated 27 March 2024;
- 5. SERVICE PROVIDER's bid proposal dated 26 March 2024;
- 6. Supplemental/Bid Bulletin No. 1 dated 13 March 2024;
- 7. Notice to Proceed; and
- 8. The Performance Security to be filed by SERVICE PROVIDER 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 SCOPE OF WORK

The works to be done under this specification and other associated requirements shall generally include the supply, delivery and installation of the necessary equipment but not limited to the following:

- 1. The SERVICE PROVIDER shall supply, deliver, configure, install and maintain within the two (2) years service contract the internet gateway and equipment with at least 500 Mbps Committed Information Rate (CIR), symmetrical upload and download for the National Power Corporation Head Office.
- 2. A minimum of at least sixty-two (62) usable Public IP addresses (26 IP blocks) shall be included in the internet gateway services contract.
- 3. Provision of Bandwidth Utilization Reporting Tool.
- State-of-the-art technology with due consideration to scalability,

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openness, interoperability, high performance, maintainability and costeffectiveness.

- 5. Installation and termination of fiber optic cables, conduits and supports must conform to technical requirements.
- 6. Additional components, other works, and services must be indicated or detailed explicitly in the technical specifications necessary for the system's complete, continuous, and reliable operation.

ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be **TWO (2) YEARS** reckoned from the date of issuance of the Notice to Proceed.

All equipment shall be supplied and installed at the NPC Head Office, Diliman, Quezon City.

ARTICLE IV INSTALLATION

SERVICE PROVIDER shall complete the delivery, installation, configuration, testing and commissioning of the system to establish the service subject of the agreement within **THIRTY (30) CALENDAR DAYS** upon receipt of the Notice to Proceed from NPC.

ARTICLE V TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS: ONE MILLION FIVE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED NINETY SIX (PHP 1,595,596.00).

Payment will be on a monthly basis minus penalties and will be made by NPC subject to existing government rules and regulations and upon submission of complete supporting documents.

Payment shall cover all costs for furnishing labor, materials, equipment, tools and other incidentals required to make the internet gateway system fully operational.

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.

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

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BY:

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//RGILIOS EYBA Managel ITSD (NPC)

BY:

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ARTICLE VI SERVICE LEVEL AGREEMENT

1. CUSTOMER CIRCUIT FAILURE NOTIFICATION

The SERVICE PROVIDER must check connectivity to a customer router every hour. In case a router does not respond after two consecutive hourly checks, the SERVICE PROVIDER must regard it as a possible circuit outage or evidence of insufficient customer bandwidth and undertake to notify the customer immediately and make follow-ups within 1 hour. Notifications will be made to the NPC telephone number or to the 24-hour contact number provided by the NPC.

2. SUPPORT

The SERVICE PROVIDER must provide 24-hour support service and must ensure that calls made to the Support Engineer outside business hours are returned within one (1) hour.

3. NETWORK QUALITY OF SERVICE

- 3.1 SERVICE PROVIDER must guarantee 99.5% connection availability. This guarantee excludes problems caused by power disruption at NPC's premises.
- 3.2 The SERVICE PROVIDER must check bandwidth use of the installed circuit every hour. If the physical or tiered bandwidth of a course exceeds 90% utilization for more than 20 out of 24 samples, the SERVICE PROVIDER must undertake to notify NPC within 4 business hours.
- 3.3 The SERVICE PROVIDER must guarantee an average round trip latency of not more than 80 milliseconds from the NPC's Head Office to the ISP port and not more than 200 milliseconds from the local ISP port to the US/international port.

4. MAINTENANCE

SERVICE PROVIDER shall conduct routine scheduled equipment maintenance as stated in the maintenance schedule they submit to NPC. Maintenance shall include but not limited to checking, calibration, cleaning and repairs of installed equipment. During such time, NPC recognizes the possibility of service interruption not attributable to the SERVICE PROVIDER. NPC agrees to cooperate with the SERVICE PROVIDER during the maintenance schedule so that the SERVICE PROVIDER may keep downtime to a minimum.

SERVICE PROVIDER shall provide monthly reports on outages and variances to the Service Level Agreement (SLA).

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BY:



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5. SERVICE ESCALATION

The SERVICE PROVIDER must include a Service Escalation Procedure, which includes but is not limited to the following:

- Level 1: Phone call, messaging, and email; resolution must be within 2 hours.
- Level 2: Phone call, messaging, and email, and remote access; resolution must be within 12 hours.
- Level 3: Phone call, messaging, email, remote access, and onsite troubleshooting; resolution must be within 24 hours.

The SERVICE PROVIDER must provide the name, position title, phone number and email address of contact persons for all levels of the Service Escalation Procedure.

ARTICLE VII EXISTING LEASED LINE CONNECTION WITH SERVICE PROVIDER

The proposed internet gateway service connection shall be standalone, separated from the existing NPC internet service lines for redundancy and backup purposes.

ARTICLE VIII PENALTY AND LIQUIDATED DAMAGES

The SERVICE PROVIDER shall not be liable for any damages or service interruptions caused by events of "Force Majeure". Otherwise, the SERVICE PROVIDER shall be liable to NPC for the damages caused by the service interruptions and shall make the appropriate credit to NPC without the need to report or claim on the circuit outages.

The credit allowance shall be applied to the next billing month. Credit for the continuous and/or cumulative interruptions of 24 hours or less in a day, will be allowed as follows:

LENGTH OF THE INTERRUPTION (MINUTES)	CREDIT
0.01667-29	3/10 of contract price per day
30-179	3/5 of contract price per day
180-359	1 - 1/5 of contract price per day
360-539	1 - 4/5 of contract price per day
540-719	2 - 2/5 of contract price per day
720-899	3 of contract price per day
900-1440	3 - 1/5 of contract price per day
1441-7200	3 – 4/5 of contract price per day
Beyond 7200 and a fraction thereof	2 of the contract price per day

Note: Interruptions within a month will be totalled and computed on accumulated

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FERNANDO MARTIN Y. ROX
President and CEO

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Should SERVICE PROVIDER fail 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 IX TERMINATION OF CONTRACT

NPC shall have the option to terminate the connection before the contract expiration with due notice to be given to the SERVICE PROVIDER.

Failure of the SERVICE PROVIDER to meet SLA commitments for five (5) consecutive days shall be a ground for contract termination.

In the event of the transfer of NPC Head Office to another location, the SERVICE PROVIDER must be able to transfer the services and infrastructure, if available, to the new building location with no additional cost to NPC. NPC can pre-terminate the contract if the SERVICE PROVIDER has no facility or connection to the new building location, subject to three (3) months advance notification.

ARTICLE X WARRANTY

The SERVICE PROVIDER shall provide warranty to all delivered and installed equipment during the entire duration of the internet gateway service contract.

A service unit must be provided on pulled-out equipment for repair within the service contract duration to ensure continuity of service.

ARTICLE XI PERFORMANCE SECURITY

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

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BY:

Foreign Bank equivalent to Five Percent (5%) of the contract price.

b. Surety Bond callable upon demand and penal in nature issued 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.

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

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.

ARTICLE XII NON-ASSIGNMENT AND NO SUB-CONTRACTING

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

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 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-contractor, or because of the late

NAKIDO MARTIN Y. ROX President and CEO

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FERNAMBO MARTIN Y. ROXAS

President and CEO

submission of its approval.

ARTICLE XIII 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 XIV 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 SERVICE PROVIDER 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 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.

ARTICLE XV 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 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.

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.

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ARTICLE XVI WARRANTY CLAUSE

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 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 SERVICE PROVIDER and/or its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XVII JOINT AND SEVERAL LIABILITY

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 XVIII 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 XIX EFFECTIVITY

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

ARTICLE XX 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 13th day of Angust, 2024 at Quezon City, Philippines. NATIONAL POWER CORPORATION INFINIVAN, INC. (NPC) (SERVICE PROVIDER) BY: BY: President and CEO President SIGNED IN THE PRESENCE OF: (SERVICE PROVIDER) Manager, ITSD (NPC) Jan. 1-Dec. 31, 2025 110-FPD-25-00-5533 **FUNDS AVAILABLE** lee. ele Jan. 1 - July 18, 2026 LORLINA E. BOMEDIANO 110-FPD-26 Sr. Department Manager, Finance 7/15/1 CERTIFIED FUNDS AVAILABLE PERIOD JOB ORDER COST CENTER AMOUNT

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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 AUG 1 3 2024, personally appeared MR. FERNANDO MARTIN Y. ROXAS, President and CEO, 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 twelve (12) 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. 193 ; Page No. 40 ;

Book No.

Series of 2024.

Notary Public Until December 31, 2024 IBP Lifetime No.:

() /

PTR No.

ATTY. RODDLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 202
Roll No. 44291

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)

Comer Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES) MAKATI CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in MAKATICITY Philippines, this day of AUG 12 2024, personally appeared MR. SHIGEKI NAKAHARA, President, INFINIVAN, INC., with Identification Document in the form of IPN POSSPOT NO IRGIGATION, known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) 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.:

Page No.: 104
Book No.: 1
Series of 2024

ATTY ME ISSA EZRA B. SAYAO
Notarial Commission No. M-290
Notary Public for Malati City
Valid until December 31, 2024
26th Floor, NEX Tower, 6786 Ayala Avenue
Legazpi Village, Makati, 1229 Metro Manila
Roll of Attorneys No. 78485 / 5-12-2022
IBP No. 389120; 01/02/2024; Abra
PTR No. MKT10230902; 04/22/2024; Makati City
MCLE Compliance No. VIII - 0008308

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