CONTRACT NO. LOG MSSP 2025-01-002-MGF

SUPPLY, DELIVERY, INSTALLATION OF POINT-TO-POINT LEASED LINE AND DIRECT INTERNET CONNECTIVITY FOR NATIONAL POWER CORPORATION PR NO. HO-IST24-021 / EC241204-RA00577

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, by and between:

The NATIONAL POWER CORPORATION, a governmentowned 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 the laws of the Republic of the Philippines, with principal 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 the "SERVICE PROVIDER".

WITNESSETH: That -

WHEREAS, on 28 November 2024, NPC posted the Invitation to Bid for the Negotiated Procurement - Emergency Cases for the Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the Negotiated Procurement conducted on 16 December 2024;

WHEREAS, the SERVICE PROVIDER's bid offer for the the Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation was considered as the single calculated and responsive bid;

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

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided,

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 13



SHIGEKI NAKAHARA

President

President and CEO

President

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 thereof.

- 1. NPC Terms of Reference for the Supply Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation (HO-IST24-021 / EC241204-RA00577;
- Supplemental/Bid Bulletin Nos. 1 3 dated 03, 09 & 11 December 2024;
- 3. Result of Bid Opening and Determination of Legal, Technical and Financial Capability Report dated 17 December 2024;
- 4. Bid Proposal of the SERVICE PROVIDER dated 13 December 2024;
- 5. Notice of Award dated 07 January 2025;
- 6. Notice to Proceed; and
- 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 are any discrepancies/inconsistencies between the provisions of this Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any discrepancies/ inconsistencies among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II SCOPE OF WORKS AND REQUIREMENTS

The project consists mainly of the provisions for the following services:

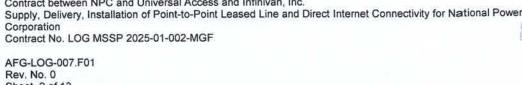
- 1. 500 Mbps connection for the direct internet gateway service at Eton Centris Cyberpod-3, Quezon City..
- 2. 500 Mbps connection for the point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman Quezon City, and Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City

The works to be done under these specifications shall generally Include the supply, delivery, installation, and configuration of all necessary requirements but are not limited to the following end-to-end fiber optic connections:

1. For Item 1, the SERVICE PROVIDER shall provide and maintain the internet gateway equipment with at least 500 Mbps Committed Information Rate (CIR) with minimum of at least Sixty-Two (62) Usable Public IP-addresses (/26 IP blocks).

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Rev. No. 0 Sheet 2 of 13



President

ht and CEO

2. For Item 1, the SERVICE PROVIDER should not have existing contract for provision of internet service to the National Power Corporation - Head Office.

3. For Item 2, the SERVICE PROVIDER shall provide and maintain the point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman Quezon City, and Eton Centris Cyberpod-3. EDSA corner Quezon Avenue, Quezon City with at least 500 Mbps Committed Information Rate (CIR).

Bandwidth Utilization Reporting Tool.

State-of-the-art technology with due consideration to scalability, openness, interoperability, high degree of performance, maintainability, and cost- effectiveness.

6. Installation and termination of fiber optic cables, conduits, and supports required to conform with technical requirements.

7. Provide a secure, scalable, and cost-effective network and internet connectivity. It is imperative that said links are highly available, reliable, and secured with the highest rating of performance, premium speed, and ease of management.

8. Additional components, other works and services which are not indicated or specifically detailed in the technical specifications that are necessary for the complete, continuous, and reliable operation of the system.

ARTICLE III PROJECT LOCATION AND CONTRACT DURATION

The project site is at the leased office located at 16th and 17th floors of Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City.

The project shall commence immediately upon issuance of the Notice to Proceed and the contract duration shall be two (2) years reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

The SERVICE PROVIDER shall complete the delivery, installation, configuration, testing and commissioning of the whole system to establish the service subject to the agreement within thirty (30) calendar days upon receipt of the Notice to Proceed.

The contract duration shall include supply of necessary equipment for the internet gateway service connection and for the point-to-point leased line at the NPC Head Office, Diliman, Quezon City and Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City.

ARTICLE IV **MATERIALS**

All materials and equipment to be supplied shall be brand-new following the applicable governing standards.

and equipment shall be subject assurance/inspection of National Power Corporation. When required by the specification, or when requested by National Power Corporation, the SERVICE

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 3 of 13





BY:

President

PROVIDER shall furnish to National Power Corporation for approval, full information concerning the materials, equipment, or articles that are proposed to be incorporated into the work. Samples shall be submitted for quality assurance and acceptance when National Power Corporation so directs.

ARTICLE V SERVICE LEVEL AGREEMENT

1. **Customer Circuit Failure Notification**

The SERVICE PROVIDER must monitor the connectivity to the customer router every hour. If a router does not respond after two consecutive hourly checks, 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 National Power Corporation telephone number or the 24-hour contact number, as provided by National Power Corporation.

2. Support

The SERVICE PROVIDER must be capable of providing 24 hours support service and must ensure to return calls made to the Support Engineer outside Business Hours within one (1) hour.

3. **Network Quality of Services**

- The SERVICE PROVIDER must guarantee a 99.5% connection a. availability. This guarantee excludes problems caused by power disruption at National Power Corporation's premises.
- The SERVICE PROVIDER must ensure that the latency during a b. PING test must be a maximum of 40ms measured at the gateway.
- The SERVICE PROVIDER must check the bandwidth use of the C. installed circuit every hour. If the physical or tiered bandwidth of a circuit exceeds 90% utilization for more than 20 out of 24 samples, SERVICE PROVIDER must undertake to notify National Power Corporation within four (4) business hours.
- d. The SERVICE PROVIDER shall provide monthly report on outages, and variances to the Service Level Agreement (SLA).

Maintenance

SERVICE PROVIDER shall conduct quarterly system maintenance, which shall include but not be limited to check up, calibration, cleaning, and repairs of installed equipment. During such time, National Power Corporation recognizes the possibility of service interruption not attributable to the SERVICE PROVIDER. National Power Corporation agrees to cooperate with the SERVICE PROVIDER during the maintenance schedule so that the SERVICE PROVIDER may keep downtime to a minimum.

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation Contract No. LOG MSSP 2025-01-002-MGF

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President

BY:

President and CEO

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5. Service Escalation

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

- Level 1: Phone call, messaging and email; resolution must be within two (2) hours
- Level 2: Phone call, messaging, email and remote access; resolution must be within twelve (12) hours
- Level 3: Phone call, messaging, email, remote access and onsite troubleshooting: resolution must be within twenty four (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 VI PENALTY

The SERVICE PROVIDER shall not be held liable for any damages or service interruptions caused by events of "force majeure". Otherwise, circuit outages or latency reading of more than 40ms shall be subjected to the following penalty schedule:

Length of Interruption (minutes)	Penalty
0.01667 - 29	3/10 of the contract price per day
30 - 179	3/5 of the contract price per day
180 - 359	1 & 1/5 of the contract price per day
360 -539	1 & 4/5 of the contract price per day
540-719	2 & 2/5 of the contract price per day
720-899	3 of the contract price per day
900-1,440	3 & 1/5 of the contract price per day
1,441 & 7,200	3 & 4/5 of the contract price per day
Beyond 7200 & fraction thereof	2 of the contract price per day

ARTICLE VII TERMINATION OF THE CONRACT

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 grounds for termination of the contract.

In the event of the transfer of NPC 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. However, in such case where additional cost not directly attributed to the provision of the service is necessary, NPC may shoulder the cost subject to approval of the NPC management. If the SERVICE PROVIDER has no facility or connection to the new

Contract between NPC and Universal Access and Infinivan, Inc.

Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 5 of 13



President

building location, NPC has the option to pre-terminate the contract, subject to prior notification.

ARTICLE VIII ACCEPTANCE CRITERIA

A Certificate of Acceptance shall be issued by the National Power Corporation only after the SERVICE PROVIDER has completed the following activities:

- All equipment and devices have been delivered, installed, and properly configured.
- Power-on self-test and manufacturer-recommended diagnostic tests have been conducted and results submitted where applicable by the SERVICE PROVIDER on all equipment and devices.
- Applicable integration of components has been set up, and actual testing of appropriate functionalities has been completed.
- A hands-on training session shall be included for at least four (4) information Technology and Services Department (ITSD) personnel on the operation, and maintenance of the point-to-point leased line and direct internet services.
- The SERVICE PROVIDER shall include seven (7) days of transition testing of Bit Error Rate (BER), uploading, downloading, videoconferencing, and browsing free of charge.
- All documents and test results must be submitted to the Manager-ITSD for evaluation and/or approval before the issuance of acceptance.

ARTICLE IX MODE OF PAYMENT

For and in consideration of the WORKS to be undertaken by the SERVICE PROVIDER as specified in Article III hereof, NPC shall pay the SERVICE PROVIDER in Philippine Pesos and in accordance with the Contract documents in the amount of and not exceeding **TWO MILLION SEVEN HUNDRED FIVE THOUSAND PESOS ONLY (P 2,705,000.00)** as reflected on Annex A.

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 and point-to-point leased line connections fully operational.

The SERVICE PROVIDER must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

Contract between NPC and Universal Access and Infinivan, Inc.

Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 6 of 13



President

FERNANDO MARTINY ROXAS President/and CEO

ARTICLE X WARRANTY

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

A service 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 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.

Contract between NPC and Universal Access and Infinivan, Inc.

Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 7 of 13



ERVICE PROVIDER)

President

NATIONAL POWER CORPORATION FERNANDO MARTINY. ROXAS President/and CEO

ARTICLE XII NON-ASSIGNMENT AND NO SUB-CONTRACT

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, subcontracting 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-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by the sub-SERVICE PROVIDER 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-SERVICE PROVIDER 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-SERVICE PROVIDER, or because of the late 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.

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation Contract No. LOG MSSP 2025-01-002-MGF

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RVICE PROVIDER)

President



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.

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).

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 9 of 13



VICE PROVIDER)

President

President/and CEO

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 **EFFECTIVITY**

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

ARTICLE XIX 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 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.

Contract between NPC and Universal Access and Infinivan, Inc. Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 10 of 13



IN WITNESS WHEREOF, the parties hereto have signed these presents on this <u>3rd</u> day <u>February</u>, 2025, Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC) INFINIVAN, INC. (SERVICE PROVIDER)

BY:

BY:

FERNANDO MARTINY, ROXAS
President and CEO

SHIGEKI NAKAHARA President

SIGNED IN THE PRESENCE OF:

VIRGILIOS. LEYBA Manager, ITSD (NPC) MICHAEL FORK
(SERVICE PROVIDER)

FUNDS AVAILABLE:

Sr. Dept. Manager, Finance

JAN 1- DEC 31, 2026 110, FPD-26-01-5869 2013000 P1,352,500.00 NON-OMA = \$270,500.00 NON-OMA = 1,962,000.00

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2013000 P112,708.74OMA = P22,541.67VON-0MA = 90,166.67 112,708.34

Contract between NPC and Universal Access and Infinivan, Inc.
Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

Contract No. LOG MSSP 2025-01-002-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 11 of 13



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of FEB 0.3.2022, 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 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, 2025
IBP Lifetime No.:
PTR No.:

Page No. 33; Book No. _______; Series of 2025 ATTY. LUDY B. ARAGONA
Notary public for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 590293; 01/06/25; Quezon City
PTR No. 6990482; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Miniam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and Universal Access and Infinivan, Inc.
Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation
Contract No. LOG MSSP 2025-01-002-MGF

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REPUBLIC OF THE PHILIPPINES)

QUEZON CITYCTY OF MAKAT!) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of , 2025, personally appeared, MR. SHIGEKI NAKAHARA,	4
device wie, a Notary Public for and in Quezon City, Philippines, this	
President, INFINIVAN, INC., 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 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	į
above written.	
ATTY, GERVACION, ORTIZJR	
Notary Public Oity of Makati	
Note of Public 2026	
MCLE CHILD PECE Member 2025	
kBiR Lbiffetilme, bba5:	
Арроі ритер і МО М-007 (2025- <mark>2026)</mark>	
PTR No. 10466005 Jan. 2, 2025/Makati	
Makati City Roll No. 40091 101 Urban Ave. Campos Rueda Bldg.	
Doc. No.: Of Brgy. Pio Del Pilar, Makati City	
Page No.:	
Book No:	

Series of 2025.

NATIONAL POWER CORPORATION

SIGNED IN THE PRESENCE OF:

(SERVICE PROVIDER) INFINIVAN, INC.,

BY:

(SERVICE PROVIDER)

VIRGINAS. LEYBA Manager, ITSD

FERNANDO MARTÍN Y. ROXAS President and CEO

SHIGEKI NAKAHARA President

ANNEX A

SCHEDULE OF REQUIREMENTS

Supply, Delivery, Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation

HO-IST24-021 / EC241204-RA005776

			UNIT PRICE FOR GOO	DS AND RELATED SE DELIVERED	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED	PPLIED AND	
ITEM NO.	DESCRIPTION	QTY - UNIT	Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)	Import Duties & Other Levies Imposed by Phil. Govt (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)	TOTAL PRICE
Supply,	Supply, Delivery, Installation of Point-to-Point Leased Lin	eased Lir	ne and Direct Internet Connectivity for National Power Corporation	ectivity for Nationa	al Power Corporation		
5-	500 Mbps connection for the direct internet gateway service at Eton Centris Cyberpod-3, Quezon City	1 LOT	1,651,785.71		198,214.29		1,850,000.00
8	500 Mbps point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman, Quezon City, and ETON Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City	11.07	763,392.86		91,607.14		855,000.00
	TOTAL		Two Million Se	even Hundred Fiv	Two Million Seven Hundred Five Thousand Pesos		2,705,000.00

