FOR TECHNICAL SERVICE



## CONTRACT NO. LOG MSSP 2023-07-055-MGF

TWO (2) - YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR) INTERNET GATEWAY SERVICE CONNECTION FOR NPC HO-IST23-006 / PB230529-NA00122

#### 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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its OIC, VP - Corporate Affairs Group, MS. MA. ANNABEL P. VERSOZA, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

PHILIPPINE GLOBAL COMMUNICATIONS, corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at PhilCom Building, 8755 Paseo de Roxas, Makati City, Philippines, herein represented by its Head - Business Development Group, MS. KRISTINE D. GAMBOA, who is duly authorized to represent it in this transaction, hereinafter referred to as SUPPLIER.

#### WITNESSETH: That -

WHEREAS, on 06 May 2023, 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 NPC;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 09 June 2023;

WHEREAS, SUPPLIER's bid offer was considered as the single calculated and responsive bid:

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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:

SUPPLIER

Head - Business Development Group

KRISTINE D. GAMBOA

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:

- Bidding Documents for the Two (2) Years 500 Mbps or Above Committed Information Rate (CIR) Internet Gateway Service Connection for NPC, PR No. HO-IST23-006 / PB230529-NA00122;
- Supplemental/Bid Bulletin Nos. 1, 2 & 3 dated 11 May 2023, 26 May 2023 & 01 June 2023;
- 3. Notice of Award dated 17 July 2023;
- 4. Post Qualification Report dated 30 June 2023;
- 5. Bid Opening Report dated 13 June 2023;
- 6. SUPPLIER's bid proposal dated 08 June 2023;
- 7. Notice to Proceed; and
- 8. The Performance Security to be filed by SUPPLIER 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:

- The SUPPLIER shall supply, deliver, configure, install and maintainance of the internet gateway with at least 500 Mbps Committed Information Rate (CIR) for National Power Corporation Head Office.
- A minimum of at least sixty-two (62) usable Public IP addresses (/26 IP blocks) shall be included in the internet gateway service contract to be shared with Napocor and SPUG Data Centers.
- 3. Provision of Bandwidth Utilization Reporting Tool.
- State-of-the-art technology from the SUPPLIER with due consideration to scalability, openness and interoperability, high degree of performance, maintainability and cost-effectiveness.
- The SUPPLIER shall include additional components required to make the system operate continuously and reliably, although not specifically detailed in this specification.
- Installation and termination of fiber optic cables, conduits, and supports required to conform with technical requirements.

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BY:



3A JOSEPH G. BAUTISTA (SUPPLIER)
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SIGNED IN THE PRESENCE OF:



NATIONAL POWER CORPORATION

BY:

7. The work shall also include all the other works and services which are not indicated on the technical specifications that are necessary for the complete and reliable operation of the subscription shall hereby provide by the SUPPLIER.

# ARTICLE III CONTRACT PERIOD AND LOCATION

The contract period shall be **TWO (2) YEARS**. All equipment shall be supplied and installed at the NPC Head Office, Diliman, Quezon City within thirty (30) calendar days from issuance of Notice to Proceed (NTP).

#### ARTICLE IV INSTALLATION

SUPPLIER shall complete the installation, test and commissioning of equipment and the whole system to establish the service subject to the agreement within THIRTY (30) CALENDAR DAYS upon receipt of the Notice to Proceed from National Power Corporation.

# 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 THREE HUNDRED TWENTY TWO THOUSAND ONE HUNDRED TWELVE PESOS (PHP 1,322,112.00) as reflected on Annex A.

Payment shall 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 SUPPLIER.

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

Head - Business Development Group

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#### **ARTICLE VI** SERVICE LEVELS

#### 1. CUSTOMER CIRCUIT FAILURE NOTIFICATION

The SUPPLIER must monitor the connectivity to the customer router every hour. If a router does not respond after two consecutive hourly checks, SUPPLIER 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, as provided by NPC.

#### 2. SUPPORT

The SUPPLIER 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 SERVICE

- 3.1 SUPPLIER must guarantee 99.5% connection availability. This guarantee excludes problems caused by power disruption at National Power Corporation's premises.
- 3.2 The SUPPLIER must check bandwidth use of the installed circuit every hour. If the physical or tiered bandwidth of a circuit exceeds 90% utilization for more than 20 out of 24 samples, SUPPLIER must undertake to notify NPC within 4 business hours.

#### **ARTICLE VII MAINTENANCE**

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

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

## **ARTICLE VIII** INTERNET GATEWAY SERVICE CONNECTION

The internet gateway service connection shal be stand-alone, separated from the existing NPC internet service lines. If the SUPPLIER have existing internet leased line contract, it shall provide separate physical connection from the existing line to be sourced from different exchange



SENIOR MANAGER FOR TECHNICAL SERVICE



SIGNED IN THE PRESENCE OF

MA. ANNABEL P. VERSOZA

BY:

terminals to provide physical link redundancy.

## ARTICLE IX PENALTY

The SUPPLIER shall not be held liable for any damages or service interruptions caused by events of "force majeure". Otherwise, circuit outages shall be subjected to the following penalty schedule:

LENGTH OF THE INTERRUPTION (MINUTES)	PENALTY	
Less than 30	None	
30-179	1/6 of the contract price per day	
180-359	1/3 of the contract price per day	
360-539	1/2 of the contract price per day	
540-719	5/8 of the contract price per day	
720-899	7/9 of the contract price per day	
900-1440	1 & 1/4 of the contract price per day	

## ARTICLE X TERMINATION OF CONTRACT

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

Failure of the SUPPLIER to meet SLA commitments for five (5) consecutive days shall be grounds for termination of the contract.

## ARTICLE XI WARRANTY

The SUPPLIER shall provide warranty to all delivered and installed equipment during the entire duration of the internet 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 XII PERFORMANCE SECURITY

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER 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.

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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.

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 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 SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

## ARTICLE XIII LIQUIDATED DAMAGES

Should SUPPLIER 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 XIV NON-ASSIGNMENT AND NO SUB-CONTRACT

The SUPPLIER 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

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BY:

written approval, such consent shall not relieve the SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER 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 SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

## **ARTICLE XV** 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 XVI 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 XVII 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

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

# ARTICLE XIX 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 XX 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 XXI EFFECTIVITY

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

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BY:

#### **ARTICLE XXII 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.

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

NATIONAL POWER CORPORATION

(NPC)

PHILIPPINE GLOBAL COMMUNICATIONS

INC. (SUPPLIER)

BY:

MA. ANNABEL P. VERSOZA

OIC-VP, CAG

BY:

KRISTINE D. GAMBOA

Head - Business Development Group

SIGNED IN THE PRESENCE OF:

Manager, ITSD

(NPC)

SENIOR MANAGER FOR TECHNICAL SERVICE

CERTIFIED FUNDS AVAILABLE
PERIOD
JOB ORDER

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**FUNDS AVAILABLE** 

LORLINA E. BOMEDIANO

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Sr. Department Manager, Finance

COST CENTER: 2013000

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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 ALIG 1 4 2023 2023, personally appeared MS. MA.

ANNABEL P. VERSOZA, OIC-VP, Corporate Affairs Group, 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 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 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.

Doc. No. 478; Page No. 47; Book No. 1; Series of 2023. Notary Public Until December 31, 2023 IBP Lifetime No.:

PTR No .:

ATTY, 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

PTR No. 4028415; 01/03/2023; Quezon City

MCLE No. VII-0016459; 4/27/2022; Pasig City

4th Floor NPC Office Building Quezon Ave. cor. BIR Road Diliman, Quezon City



REPUBLIC OF THE PHILIPPINES)
QUEZON CITY
City of Manua ) S.S

## **ACKNOWLEDGEMENT**

	BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
	day of the an accessful appeared the Maintine and the Mai
	GAMBOA Hand 0 2 20232023, personally appeared MS. KRISTINE D.
	GAMBOA, Head - Business Development Group, PHILIPPINE GLOBAL
	COMMUNICATIONS, INC., with Identification Document in the form of
DRIVERS	u.c. No NO4-08-024775 issued by UTO at D.C. on
	NOV. 14. WZZ, 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 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.
	mat above written.

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

Page No.: 8 Book No.: 68 Series of 2023. ATTY HENRY D. ABASA

NOTARY PUBCIC CIPLE MANILA

APPOINTMENT 097/12/31/2023 MANILA

IBP NO. 181139 / 61/03/2023

PTR N. 0661145 / 01/03/2023

ROLL NO. 29679, TIN NO. 172-528-620

MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2025

3TA CRUZ, MANILA

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MA. ANNABEL P. VERSOZA OIC, VP - CAG

BY:

SENIOR MANAGE Manager, ITSD

INC. (SUPPLIER)

BY:

Head - Business Development Group KRISTINE B. GAMBOA

OR TECHNICAL SERVICE

**ANNEX A** 

# SCHEDULE OF REQUIREMENTS

Two (2) - Years 500 Mbps or Above Committed Information Rate (CIR) Internet Gateway Service Connection for NPC HO-IST23-006 / PB230529-NA00122

NO .	DESCRIPTION	CNIT.	QTY - CODE		FOR GOODS AN	ID RELATED SE DELIVERED	ERVICES TO BE	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED	TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)	fimport Duties & Other Levies Imposed by Phil. Govt (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt.	Local Transport from Port to Delivery Site (Phil. Peso)	Labor (Installation, Testing and Commissioning) (Phil. Peso)	
-	Two (2) - Years 500 Mbps or Above Committed Information Rate (CIR) Internet Gateway Service Connection for NPC and Other Accessories in accordance with the Technical Specifications, Tachnical Data Sheet, and Reference Drawings	ГОТ	3 S E	1,180,457.14	N/A	(Phil. Peso)	N/A	FREE OF CHARGE	1,322,112.00
DTAL	TOTAL AMOUNT (PHP)								1,322,112.00

COUNTRY OF ORIGIN	LATVIA	CHINA	PHILIPPINES	
CODE	LV	S	PH	,