BY:

MELOIDEGYEN C. CARIASO

Key Account Manager

RIVANDO MARTÍN Y. ROXAS

LORGINA E. BOMEDIANO

President and CEO

OIC-QVP, Admin and Finance

(NPC)

CONTRACT NO. LOG MSSP 2024-01-026-DVA

TWO (2) YEAR INTERNET SUBSCRIPTION FOR BATAAN NUCLEAR POWER PLANT OFFICE S4-BPD24-002 / SVP231228-NA00006 (SVP2)

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 -

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at New Street Bldg., Mac Arthur Hiway, Balibago, Angeles City, Pampanga, Philippines, herein represented by its Key Account Manager, MS. MELOIDEGYEN C. CARIASO, who is duly authorized to represent it in this transaction, hereinafter referred to as SERVICE PROVIDER.

WITNESSETH: That -

WHEREAS, on 06 January 2024, NPC posted the Request for Quotation for the Second (2nd) Negotiated Procurement (Small Value Procurement) for the Two (2) Year Internet Subscription for Bataan Nuclear Power Plant Office;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the bidding conducted on 17 January 2024;

WHEREAS, SERVICE PROVIDER's bid meets the eligibility requirements or criteria, and is found to be responsive to the bidding requirements;

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

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

MELOIDEGYEN C. CARIASO Key Account Manager

BY.

ANDO MARTIN Y. ROXAS

LORUINA E. BOMEDIANO

OICLOVE, Admin and Finance

(NPC)

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:

- Terms of Reference for the Two (2) Year Internet Subscription for Bataan Nuclear Power Plant Office, PR No. S4-BPD24-002 / SVP231228-NA00006 (SVP2);
- 2. Notice of Award dated 30 January 2024;
- 3. Result of Bid Opening and Post Qualification Report dated 26 January 2024;
- 4. SERVICE PROVIDER's bid proposal dated 16 January 2024;
- 5. Notice to Proceed; and
- 6. 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 work includes the furnishing of material, consumable materials, labor, tools, equipment, test instruments and other services necessary to complete the installation of internet which includes but not limited to peripheral equipment system necessary for completion of the project.
 - 1.1. Required internet bandwidth is minimum of 60 mbps committed information rate or symmetric internet connectivity;
 - Design and Planning of the service to be provided;
 - 1.3. Installation and configuration of provided equipment at Bataan Nuclear Power Plant (BNPP) Office, Napot Pt., Morong, Bataan;
 - Provide necessary updates on the progress of service delivery;
 - 1.5. Conduct standard testing of the service and provide

Contract between NPC and Converge Information and Communications Technology Solutions, Inc. Two (2) Year Internet Subscription for Bataan Nuclear Power Plant Office Contract No. LOG MSSP 2024-01-026-DVA

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MELOIDEGYEN C. CARIASO

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Admin and Finance E. BOMEDIANO

President and CEO

Key Account Manager

BY

acceptance report;

- Provide Multi-Router Traffic Graper (MRTG) account on 1.6. applicable services.
- The SERVICE PROVIDER shall be responsible to the following:
 - Complete the installation, test and commissioning of 2.1. equipment and the whole system to establish the internet service within thirty (30) calendar days upon receipt of the Notice to Proceed (NTP) from National Power Corporation:
 - The SERVICE PROVIDER must guarantee 99.5% 2.2. connection availability. This guarantee excludes problems caused by power disruption at NPC's premises;
 - Maintain and ensure operation of the service and all 2.3. equipment provided;
 - Respond to support request/inquiry and provide 24/7 Call 2.4.
 - Provide advance Notice for Scheduled interruptions;
 - Workers to be deployed shall be directly hired by the 2.6.
 - No employee-employer relationship shall exist between 2.7. NPC & the SERVICE PROVIDER's personnel;
 - 2.8. indemnities to its employees arising from work-related accidents and violations:
 - Repair/replace and/or pay within two (2) weeks damages 2.9. to NPC properties caused by neglect on the part of the SERVICE PROVIDER;
 - The SERVICE PROVIDER shall report directly to the BNPP-OIC or his/her representative;
 - The SERVICE PROVIDER and his employees shall submit Police/Barangay Clearance before the start of the activity.
- (SLA) report for all applicable circuits upon the request of NPC. Report contents shall be based on Technical Support records, in connection with the trouble tickets issued to NPC during the subscription.

- Center and Field Engineer support;
- 2.5.
- SERVICE PROVIDER;
- The SERVICE PROVIDER is solely responsible for all
- 3. The SERVICE PROVIDER shall provide a Service Level Agreement

BY:

MELOIDEGYEN C. CARIASO Key Account Manager

President and CEO OIC-OVP, Admin and Finance (NPC)

4. Escalation Matrix

LE	VEL 1 – Enterprise	e Support
Contact Person	Contact Number	Email Address
Engineer on Duty	63 2 86670800 / 63 2 79020800	enterprisesupport@convergeict.com
Customer to provide the following		
1. Company Name:		
2. Circuit ID:		
3. Contact Person / Contact No. /	Email Address	
Provide site address		
Brief description of the problem		
LEVEL 2 – Two (2)	Hours after repor	ting to Enterprise Support
Hilbert Mendano – Team Lead	9355905532	hilbert.mendano@convergeict.com
Vener Villanueva – Team Lead	9499016816	vener.villanueva@convergeict.com
Mark Ivan Bruan - Team Lead	9059184148	mark.bruan@convergeict.com
Meloidegyen Cariaso – Key Account Manager	9608205289	meloidegyen.cariaso@convergeict.com
LEVEL 3 – Four (4)	Hours after repor	ting to Enterprise Support
Jose Jewel Morales – Data Services	9190925486	jose.morales@convergeict.com
Dave Echavez – Transport Services	9166124618	dave.echavez@convergeict.com
Antonio Cadag Jr. – Core Services	9165172207	antonio.cadag@convergeict.com
Quennie Joy V. Lopez – Region Head	9175888690	quennie.lopez@convergeict.com
LEVEL 4 – Eight (8)	Hours after repo	rting to Enterprise Support
Glycirynne Dianne Apolonio – Service Operations Center Head - Nationwide	9171607399	gly.apolonio@convergeict.com
Eldridge Frederick Aldridge - Group Head - Regional Enterprise	9053594392	eldridge.aldridge@convergeict.com
	2) Hours after rep	porting to Enterprise Support
Paulo Martin G. Santos - Head of Network Operations	9178497963 / 9171697963	pmgsantos@convergeict.com

ARTICLE III ACCEPTANCE CRITERIA

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

- 1.1 All equipment and devices have been delivered, installed, and properly configured;
- 1.2 Applicable integration of components has been set up, and actual testing of appropriate functionalities has been completed.

The SERVICE PROVIDER shall include seven (7) days of transition testing of throughput, frame loss, jitter, latency, uploading, downloading, videoconferencing, and browsing free of charge.

BY:

MELOIDEGYEN C. CARIASO

Key Account Manager

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Admin and Finance E. BOMEDIANO

ARTICLE IV WORK SAFETY AND WORKING HOURS

The SERVICE PROVIDER shall strictly observe all safety and security rules and regulations of the BNPP-NPC Complex to prevent accidents and injuries and/or damage to NPC properties.

Clearing activities at the BNPP-NPC Complex premises shall be allowed only from 8:00 AM to 5:00 PM Monday to Friday. If the SERVICE PROVIDER intends to work beyond 5:00PM and during weekends, authorization must be secured from NPC.

SERVICE PROVIDER's personnel are not allowed to stay overnight inside BNPP Complex, unless otherwise permitted by NPC.

ARTICLE V DOCUMENTS TO BE SUBMITTED

The SERVICE PROVIDER shall submit the following during project implementation:

- Brochures/User Manual;
- 2. Detailed Equipment list stating the location, make, model, Serial Nos. Firm Ware among others; and,
- 3. Training Certification of attendees for the operation and maintenance system

ARTICLE VI CONTRACT PERIOD AND LOCATION

The contract duration shall be TWO (2) YEARS. The SERVICE PROVIDER shall complete the installation, test and commissioning of equipment and the whole system to establish the Internet Service at the NPC-Bataan Nuclear Power Plant Office, Napot Pt. Morning, Bataan within thirty (30) calendar days upon receipt of the Notice to Proceed.

ARTICLE VII TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **TWENTY** SEVEN HUNDRED **THOUSAND** PHILIPPINE PESOS (PHP 720,000.00).

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.

Contract between NPC and Converge Information and Communications Technology Solutions, Inc. Two (2) Year Internet Subscription for Bataan Nuclear Power Plant Office Contract No. LOG MSSP 2024-01-026-DVA

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MELOIDEGYEN C. CARIASO

Key Account Manager

ERNANDO MARTIN Y. ROXAS

LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

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.

ARTICLE VIII WARRANTY

The SERVICE PROVIDER shall provide warranty for two (2) years for products and services 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 IX 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 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 SERVICE PROVIDER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SERVICE PROVIDER.

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FERNANDO MARTIN Y. ROXAS

LORLINA E. BOMEDIANO
OICLOVE, Admin and Finance
(NPC)

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 X 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, 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-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-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 submission of its approval.

ARTICLE XI 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 interruptions and shall make 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 for 24 hours or less in a day, will be allowed as follows:

Length of Interruption	Credit
Less than 30 minutes	None
30 – 179 minutes	1/6 of the contract price per day
180 – 359 minutes	1/3 of the contract price per day
360 - 539 minutes	1/2 of the contract price per day
540 – 719 minutes	5/8 of the contract price per day

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MELOIDEGYEN C. CARIASO

Key Account Manager

720 – 899 minutes 7/9 of the contract price per day 900 – 1440 minutes 1 and 1/4 of the contract price per day

Should SERVICE PROVIDER fails 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 XII 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 XIII 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 XIV 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

LORUINA E. BOMEDIANO
OIS-OVP, Admin and Finance
(NPC)

NANDO WARTIN Y. ROXAS
President and CEO

BY:

MELOIDEGYEN C. CARIASO

Key Account Manager

President and CEO OIC-OVP, Admin and Finance (NPC)

MARTIN Y-ROXAS

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 XV 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 of 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 XVI 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 XVII 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 XVIII EFFECTIVITY

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

Contract between NPC and Converge Information and Communications Technology Solutions, Inc. Two (2) Year Internet Subscription for Bataan Nuclear Power Plant Office Contract No. LOG MSSP 2024-01-026-DVA

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ARTICLE XIX 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 ______ day of ______ day of ______, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC) CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.
(SERVICE PROVIDER)

BY:

President and CEO, NPC

MELOIDEGYEN C. CARIASO Key Account Manager

SIGNED IN THE PRESENCE OF:

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OIC-OVP, Admin and Finance (NPC)

RACHEL ANN R. BONLI (SERVICE PROVIDER)

CERTIFIED FUNDS AVAILABLE

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FUNDS AVAILABLE

LORLINA E. BOMEDIANO

OIC-OVP, Admin and Finance

of the de

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

<u>ACKNOWLEDGEMENT</u>

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of 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. <u>388</u>; Page No. <u>39</u>; Book No. <u>3</u>; Series of 2024. 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. 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
Penator Defensor-Santiago Avenue (formerly BIR Road)
Pomer Quezon Avenue, Diliman, Quezon City

Until December 31, 2024

Notary Public

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ANOTAM Public for and in Quezon City, Philippines, this day of 2024, personally appeared MS. MELOIDEGYEN C.
CARIASO, Key Account Manager, CONVERGE INFORMATION AND
COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC. with Identification
Document in the form of Myers Ucense, issued by 17 at
Paywaga, on 202/11/08, 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 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, 2024
IBP Lifetime No.:_____
PTR No.: _____

Page No.: 44 Book No.: 1-C Series of 2024.

Atty. Socozro Maricel N. Nepomuceno Notary Public for Quezon City A.M. No. 049 until December 31, 2024 Roll No. 50756 IBP No. 421527 01-15-2024; Quezon City PTR No. 5572412 – 1/3/2024; Quezon City MCLE VII-0025787, 01.23.2024

