

SERVICE PROVIDER

e.

PRESENCE

SIGNED IN THE

NATHAN GTABIOS BPt. Manager, MRMD

(NPC)
(NPC)
(REME B. BARRUELA
Vice President, SPUG

BY

CONTRACT NO. LOG MSSP 2023-11-113-MGF

INTERNET SUBSCRIPTION EXPENSES, MONTHLY BASIS
SUBSCRIPTION OF INTERNET GATEWAY VIA DEDICATED END-TOEND FIBER OPTIC SCALE FOR OM-MAJOR REPAIR AND
MAINTENANCE

HO-OMR23-006 / SVP231013-KL00332

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 Vice President, Small Power Utilities Group, MR. RENE B. BARRUELA, 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. PRINCESS JOSEFA N. MARCELO, who is duly authorized to represent it in this transaction, hereinafter referred to as SERVICE PROVIDER.

WITNESSETH: That -

WHEREAS, on 10 October 2023, NPC posted the Request for Quotation for the Negotiated Procurement (Small Value Procurement) for the Internet Subscription Expenses, Monthly Basis Subscription of Internet Gateway via Dedicated End-to-End Fiber Optic Scale for OM-Major Repair and Maintenance;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the bidding conducted on 13 October 2023;

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

PRINCESS JÖSEFA N. MARCELO

Key Account Manager

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BY:

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;

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 Internet Subscription Expenses, Monthly Basis Subscription of Internet Gateway via Dedicated End-to-End Fiber Optic Scale for OM-Major Repair and Maintenance, PR No. HO-OMR23-006 / SVP231013-KL00332;
- Notice of Award dated 29 November 2023;
- Result of Bid Opening and Post Qualification Report dated 25 October 2023;
- 4. SERVICE PROVIDER's bid proposal dated 13 October 2023;
- 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 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 GENERAL

Provision of an Internet Gateway connection, including the supply, delivery, installation, and configuration of the necessary apparatus, materials, components, and equipment for NAPOCOR – Major Repair and Maintenance Department (MRMD) Office, Ecco Asia Street, Brgy. Buli, Muntinlupa City.

COMMUNICATIONS TECHNOLOGY CONVERGE INFORMATION AND JOSEFA N. MARCELO SERVICE PROVIDER Account Manage SOLUTIONS, INC. BY:

SERVICE PROVIDER

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NATIONAL POWER CORPORATION

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ARTICLE III INTERNET FEATURES AND REQUIREMENT

Line

- Internet Gateway via Dedicated End-to-End Pure Fiber Optic Cable with at least 99.7% Service Availability Level
 - Connection Speed @ 50mbps minimum

Fiber Optic Network

 End-to-end Fiber Connection with state-of-the-art network equipment including Customer Premise Equipment (CPE)

Connection Speed

Minimum 50 mbps symmetrical upload/download

Public IP Address

At least two (2) Public usable IP addresses for internet hosting applications.

Termination

 Connection to the NAPOCOR-MRMD office shall be terminated via Fiber Optic converter 10/100/1000 Ethernet Gigabit Router and Two (2) Wireless Access Point

99.5% Connection availability

24/7 Technical Support

Dedicated account manager to provide single point of

contract

Router Requirements

- Dual-Band 4x4 WiFi 5
- Up to 1,800 Square Feet / 160 Sqm.
- 15+ Devices
- Up to 26 Gbps
- 1 Unit

Internet Features and Requirement

- At least 4.5 Thps of International IP Port Capacity
- Must have at least fifteen (15) or more global upstream partners for
- Diverse internet peer connections (e.g. Asia Singapore, Hong Kong, Taiwan, Japan and US
- At least five (5) multiple Internet Gateways

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PRINCESS/30SEFA N. MARCELO

Key Account Manager

Peered to at least 2 International Exchange Points (IXPs).

Peered to at least 3 Local Exchange Points (IXPs).

 Must own and operate 20 Domestic Cable Landing Stations connecting the country's Major Island in Luzon, Visayas and Mindanao.

 Provider must provide symmetrical upload and download bandwidth allocation.

 Provider must build and manage its own a domestic fiber optic backbone network that is used to carry traffic of business customers.

Provider must have at least 4 CDN of famous content providers.

Must protect ISP provided IP.

 Service Provider should be able to do 24/7 traffic monitoring and provide monthly performance report.

 Service Provider's Anti-ddos solution must provide 72 hours of mitigation in the event of an attack.

Service Provider must provide incident report in the event of an attack.

Service Providers should have hybrid anti-ddos solution.

Network Quality of Service

 The SERVICE PROVIDER shall guarantee at least 99.7% service connection availability.

Latency/Service Availability Latency

 Latency if not more than 70 ms to domestic, 200 ms to the US and packet loss of not more than 1%

Origin/Destination	Latency (in milliseconds) Minimum	
PH POP TO US POP	180 ms	
PH POP TO ASIA POP	60 ms	
DOMESTIC LUZON	10 ms	
DOMESTIC VISAYAS	15 ms	
DOMESTIC MINDANAO	25 ms	
NATIONWIDE	25 ms	

Packet/Frame Loss and Jitter

Criteria	Measurement (Minimum)	
Packet/Frame Loss	≤ 1%	
Jitter	≤ 20 ms	

Materials and Workmanship

- All materials and equipment to be supplied shall be brand new and following the governing standards.
- Materials and equipment shall be subject to the quality assurance inspection of the NAPOCOR-MRMD representative.

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SERVICE PROVIDER)

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NATIONAL POWER CORPORATION

BY:

Network

SERVICE PROVIDER must provide one (1) Modem and one (1) Router

SERVICE PROVIDER must provide AVR for the Modern and Router

· SERVICE PROVIDER must provide and install Bracket/Rack for the Modern, Router, etc.

SERVICE PROVIDER's Network Utilization threshold should be at least

SERVICE PROVIDER should be proven to have nationwide presence.

Technical Support

 Service Provider must provide twenty-four-seven (24hr-7days) support services and must ensure to return calls/email made to the Support Engineer outside Business Hours within One (1) hour.

 Provider must operate its own aftersales technical support and not outsourced.

ARTICLE IV INSTALLATION

SERVICE PROVIDER shall complete the installation of equipment and to establish the service subject to the agreement within FIFTEEN (15) CALENDAR DAYS from receipt of the Notice to Proceed.

ARTICLE V CONTRACT PERIOD AND LOCATION

The contract period shall be TWO (2) YEARS. All equipment shall be supplied and installed at the NPC-Major Repair and Maintenance, Brgy. Buli, Muntinlupa City within fifteen (15) calendar days from issuance of Notice to Proceed.

ARTICLE VI TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS SIX HUNDRED THOUSAND (PHP 600,000.00) 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.

(SERVICE PROVIDER)

PRESENCE OF:

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NATHAN G. LABIOS pt. Manager, MRMD

(NPC)
(NPC)
(NPC)
(RENE B. BARRUELA

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.

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 VIII 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

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OF.

(SERVICE PROVIDER)

PRESENCE OF:

IGNED IN THE

NATIONAL POWER CORPORATION Vice President, SPUG E B. BARRUEI

BY:

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 IX LIQUIDATED DAMAGES

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

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, 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 subcontractor 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.

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PRESENCE MGNED IN THE

NATIONAL POWER CORPORATION fice President, SPUG BARRUEL EB.

BY:

ARTICLE XI 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 XII 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 XIII 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.

SIGNED IN THE

BY:

ARTICLE XIV 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 XV 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 XVI 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 XVII EFFECTIVITY

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

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PRESENCE

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BY

ARTICLE XVII 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 30th day of JANUARY, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC. (SERVICE PROVIDER)

BY:

RENE B. BARRUELA ice President, SPUG

BY:

OSEFA N. MARCELO Key Account Manager

SIGNED IN THE PRESENCE OF

JONATHAN G. LABIOS Dept. Manager, MRMD (NPC)

CARISTIAN G. QUINO (SERVICE PROVIDER)

FUNDS AVAILABLE

INA E. BOMEDIANO OVP, Admin & Finance

Certificate of Budgetary Inclusion Period: TY 2024

Account / WO, Clir litererence No. 45.DIB s. Cost Centers Amount \$361, 511

NDS AVAILABLE

430100

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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 AN 3 1 2024, 2023, personally appeared MR. RENE B. BARRUELA, Vice President, SPUG, NATIONAL POWER CORPORATION, with Document Identification in the form of Company ID No. APW1300668, 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, 2023 IBP Lifetime No.:

PTRINO

Page No. _____; Book No. ____;

Series of 2024.

ATTY. DIWA RAFAEL B. BONTUYAN

Notary Public for Quezon City Commission No. NP-401 (2023-2024) Commission Expires on 31 December 2024 Rall No. 54390

IBP No. 1006807; 02/07/2923; Quezon City PTR No. 4540603; 04/20/2023; Quezon City MCLE No. VII-0009839; 02/14/2022; Pasig City 4th Floor NPC Office Building

Quezon Ave. cor. BIR Road Diliman. Quezon City

REPUBLIC OF THE PHILIPPINES)

OUEZON CITY

) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, 2023, personally appeared Josefa N. MARCELO, Key Account Manager, CONVERG AND COMMUNICATIONS TECHNOLOGY SOLUTIO Identification Document in the form of Will and I put to me known to be the same person who executed the form consisting of twelve (12) pages, including the page acknowledgements are written, all pages signed by both instrumental witnesses and she acknowledged before me the free and voluntary act and deed and that of the Company she WITNESS MY HAND AND NOTARIAL SEAL, at the place and above written.	MS. PRINCESS E INFORMATION NS, INC. with the work of the and egoing instrument parties and their parties and their at the same is her erepresents.
Notary Public Until December 31 IBP Lifetime No.:_ PTR No.:_	

Doc. No.: 272
Page No.: \$1
Book No.: \$1
Series of 2023/

ATTY. ANGELITO R. VILLARIN

Notice: Public for Pasin City
prof. Concender 31, 2015
Unit 466 Jude Center Suiting
105 Shine Boulevard, Pasin City
PTR No. 21065155 - Jonatory 92, 2024, Rizal
IBP OR No. 384851 - Jonatory 92, 2024, Pasin City
Roll No. 39624
MCLE Compliance # VII-2017864; 05:11/22
Till No. 115-197-009-000