

Contract Agreement Form

THIS AGREEMENT made the ____ day of ____ 20__ between;

NATIONAL POWER CORPORATION – MINDANAO GENERATION (NPC-MINGEN), with principal office address at NPC Mindanao Regional Office Building, Maria Cristina, Iligan City, Philippines represented by **EDMUNDO A. VELOSO, JR.**, Vice President, NPC-Mindanao Generation, hereinafter referred to as "**NPC-MINGEN**"

—and—

PLDT INC., a corporation duly organized and existing under applicable laws, located at Ramon Cojuangco Building, Makati Avenue, Makati City, represented herein by **VICTOR Y. TRIA**, First Vice President and Head, Enterprise Revenue Group 1, hereinafter called the "**PLDT**"

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **PROCUREMENT OF INTERNET SUBSCRIPTION REDUNDANCY (PR No. MG-ISD22-001)** (the "Service") and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **SIX HUNDRED FOUR THOUSAND ONE HUNDRED TWENTY EIGHT PESOS ONLY (PHP 604,128.00)**, VAT INCLUSIVE (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Bid Form and the Price Schedule submitted by the Bidder;
 - b. the Schedule of Requirements;
 - c. the Technical Specification, Scope and Charges;
 - d. the General Conditions of Contract; and
 - e. NPC-MINGEN's Notification of Award;
3. In consideration of the Contract Price, **PLDT** hereby agrees to enter into contract with **NPC-MINGEN** to provide the Service and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. **NPC-MINGEN** hereby agrees to pay **PLDT** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract. The Contract Price shall be paid in 12 equal monthly installments starting from the acceptance of Service.
5. This Contract shall be effective from the date indicated above and shall have a term of 12 months from the acceptance of Service.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

EDMUNDO A. VELOSO, JR.
Vice President
NPC-Mindanao Generation

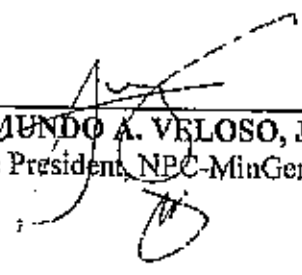
VICTOR Y. TRIA
First Vice President & Head,
Enterprise Revenue Group 1, PLDT

Recd: *[Signature]*
Original Contract
Date: May 19, 2022

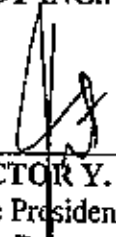


SIGNED, SEALED, AND DELIVERED BY:

NPC-MINGEN:

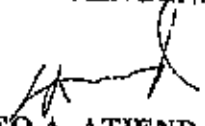

EDMUNDO A. VELOSO, JR.
Vice President, NPC-MinGen

PLDT INC.:

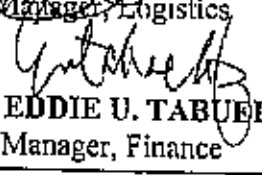

VICTOR Y. TRIA
First Vice President and Head
Enterprise Revenue Group 1

SIGNED IN THE PRESENCE OF:

NPC-MINGEN:

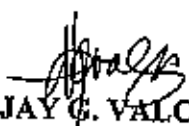

LEO A. ATIENDA
OIC-Manager, ISTD


JOVENIO R. JAYME
Manager, Logistics


ATTY. EDDIE U. TABUELO
Manager, Finance

NAME
WITNESS

PLDT INC.


AVON JAY C. VALCORZA
Relationship Manager

NAME
WITNESS

Checklist:

SCANNING

NPK-MINDAOC GENERATION. PLD INC.

[illegible]

1. LEO ALLENDA

EDMUNDO A. VELAZQUEZ, JR. Vice President	VICTOR M. VELAZQUEZ First Vice President & Head, Enterprise Revenue Group 1.
NPCC-Mindanao Generation	

ATTY. EDDIE U. TABÚLLO

3. AVON JAX G.V.M. CORZA

BEFORE ME, this 17 day MAY 2022, personally appeared the following persons exhibiting to me his respect w Government issued ID's, to wit

NAME

ID No.

Date/Place of Issuance

EDMUNDO A.
VELOSO, JR.

VICTOR Y. TRIA

DTA 1830A

17 SEPT 2028 / DFA NOR SOUTH

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of _____ (____) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is his own free act and deed and of the emit, he represents MAY 17 2022

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc No. 349
Page No. 70
Book No. X
Series of 2022

ATTY. EMMANUEL C. SALISAY
NOTARY PUBLIC

ILY SAN CITY AND LAKE MELBORTE
NOTARIAL COMMISSION NO. 21-514
UNTIL DEC. 31, 2022
12- LIFE MEMBER NO. 08230
- FS. NO. 0448129, JAN. 03, 2022 (ILY SAN CITY)
- ALL COMPLIANCE NO. VI-000036, JUL. 18, 2016
ATTORNEY'S ROLL NO. 00931
TIN NO. 166-678-120

ANNEX I
BID FORM AND PRICE SCHEDULE SUBMITTED BY BIDDER

NAME OF PROJECT: **INTERNET SUBSCRIPTION REDUNDANCY**
 PROJECT NO.: **PLD-15002-201**
 CHECKLIST OF ITEMS: **1.00** **1.01** **1.02** **1.03** **1.04** **1.05** **1.06** **1.07** **1.08** **1.09** **1.10** **1.11** **1.12** **1.13** **1.14** **1.15** **1.16** **1.17** **1.18** **1.19** **1.20** **1.21** **1.22** **1.23** **1.24** **1.25** **1.26** **1.27** **1.28** **1.29** **1.30** **1.31** **1.32** **1.33** **1.34** **1.35** **1.36** **1.37** **1.38** **1.39** **1.40** **1.41** **1.42** **1.43** **1.44** **1.45** **1.46** **1.47** **1.48** **1.49** **1.50** **1.51** **1.52** **1.53** **1.54** **1.55** **1.56** **1.57** **1.58** **1.59** **1.60** **1.61** **1.62** **1.63** **1.64** **1.65** **1.66** **1.67** **1.68** **1.69** **1.70** **1.71** **1.72** **1.73** **1.74** **1.75** **1.76** **1.77** **1.78** **1.79** **1.80** **1.81** **1.82** **1.83** **1.84** **1.85** **1.86** **1.87** **1.88** **1.89** **1.90** **1.91** **1.92** **1.93** **1.94** **1.95** **1.96** **1.97** **1.98** **1.99** **2.00** **2.01** **2.02** **2.03** **2.04** **2.05** **2.06** **2.07** 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NONE
(none, state None)

Until a contract is prepared and executed, this Bid, together with your written acceptance of the bid and your Bidder's Acknowledgment, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify that we comply with the eligibility requirements pursuant to the PBDA.

The undersigned is authorized to submit the bid on behalf of PLDT INC., as evidenced by the attached Letter of Authorization / Secretary's Certificate.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: Avery G. Valcorza

Legal capacity: Relationship Manager

Signature: _____

Duly authorized to sign the Bid on behalf of PLDT INC.

Date: January 31, 2022

PLDT INC.
Avery G. Valcorza
Relationship Manager
PLDT Inc.

NPC - MINDANAO GENERATION
LEO A. ALLENDA
OIC-Manager, ISTD
NPC-Mindanao Generation

WILKINSON, J. G. 1964. *Journal of the Royal Microscopical Society* 84: 1-12.

Like A. A. Lehman
OIC-Manager, ISTD
NPC-Mindanao Generation

NAME OF PROJECT/INITIATIVE: **ELABORATION**
RELEVANCE:

2000年 第2期 第10页

Pr. 2002-1 Q1114 and 1115 10.11.2002

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1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved. It is important to gather all relevant information and to define the problem clearly.

THE DOOR WAS OPEN.

PREPARED FOR AND BY: REGISTRATION

The delivery date here is ascertained by stipulating hereafter a delivery date which is the date of delivery to the purchaser.

[illegible]

NFL-MINIVANAU-GENEKA-I-UN;

Lito A. Asencio
 OIC-Manager, ISTD
 NPC-Mindanao Generation

ANNEX III
TECHNICAL SPECIFICATIONS, SCOPE AND CHARGES

DIRECT INTERNET

From	To	Speed	Monthly Recharging Charge	One-Time Charge
PLDT, Inc. #857 Maxuniel St. Carmen, Cagayan de Oro City	NATIONAL POWER CORPORATION - MINDANAO GENERATION Maria Cristina Iligan City	150 Mbps Download / 150 Mbps Upload	50,344.00	-

Note that:

- o Contract term shall be **One (1) year** upon confirmation of order.
- o Lead time to install 5-30 days.
- o Rates quoted are VAT inclusive.

Technical Specifications for iGate Premium Direct Internet Service:

- o Bandwidth: 150 Mbps Download / 150 Mbps Upload and 1:1 ratio
- o High Speed Internet Connection
- o Network Availability of 99.90%
- o Downstream/Upstream: same as port speed
- o Round Trip Delay (Latency): <250ms @ 25% load
- o Mean Time to Respond: <30min. (phone); <4hrs (field)

Parameter	SLA
Network Availability	99.90%
Last mile availability (Fiber)	99.90%
Round Trip delay (US borders routers)	<250 ms (at 50% average traffic utilization)
MTT Respond	<30 mins (phone); <4 hrs (field)
MTT Repair	95% within 4 hours; 100% within 8 hours
Downstream / Upstream	Same as port speed
No. of Users	Multiple
Static IP Addresses	At least 30 available
ATM QoS	FRSM port (CIR = 80MBps)
Port Aggregation	7500 (AR)

PLDT INC.
[Signature]
AVON PAVAR-CALICORA
Relationship Manager
PLDT Inc.

NPC-MINDANAO GENERATION
[Signature]
JOA ALENDA
OIC-Manager, ISTD
NPC-Mindanao Generation

ANNEX IV
GENERAL CONDITIONS

1. PLDT shall provide to NPC-MINGEN the Service in accordance with the specifications set forth in Annex III ("Technical Specs, Scope and Charges") attached hereto and made an integral part hereof. The Service shall be available for use by NPC-MINGEN, for the two-way transmission of information twenty-four (24) hours per day, seven (7) days per week, including Sundays and Holidays capable of voice data and video transmission. Provisions of Service shall include the following

- (i) Site survey, planning, installation, activation and testing of circuits;
- (ii) Provision of labor and materials to construct and install the Service;
- (iii) Provision and maintenance of ancillary equipment owned by PLDT for NPC-MINGEN's use;
- (iv) Securing of permits, licenses and approvals that are necessary in the construction and installation of circuits from the National Telecommunications Commission or other relevant government agencies both local and/or national.

2. NPC-MINGEN's responsibilities shall include but not be limited to the following:

- (i) NPC-MINGEN shall grant PLDT's authorized representatives access to its premises, equipment and all facilities located therein to perform its obligations under this Agreement.
- (ii) Except for the permits, licenses and approvals referred to in 1. (iv) above, NPC-MINGEN shall secure the requisite building permits and approvals necessary for construction, installation and operation of the facilities used for the rendition of the telecommunications service/s herein contemplated.
- (iii) NPC-MINGEN acknowledges PLDT's ownership over the ancillary customer premise equipment (morem). Accordingly, NPC-MINGEN shall be responsible for the safe custody and use of these equipment after installation at the premises and shall exercise due care, as may be necessary, in handling the same. Any loss, damage or deterioration of these equipment during the term of the Agreement, other than those solely attributable to ordinary wear and tear of factors that are beyond the control of NPC-MINGEN shall be for the account of NPC-MINGEN, and PLDT shall be compensated adequately therefore.

3. In consideration of the provision of Service, the monthly recurring charges for the Service shall be that listed in Annex III. PLDT shall bill NPC-MINGEN in Philippines Pesos (Php). NPC-MINGEN shall pay PLDT the monthly recurring charges stated in Attachment I. PLDT shall observe its standard billing and notification procedures. If NPC-MINGEN fails to pay the monthly recurring charges, NPC-MINGEN shall pay interest on the unpaid amount at the rate of 1.5% per month from date due until the same is fully paid. In addition, PLDT reserves the right, without incurring any liability, to suspend or temporarily disconnect the Service until the unpaid invoice plus interest, is paid in full as well as to immediately terminate this Agreement by service of a written notice to NPC-MINGEN.

In case the service is discontinued or terminated at no fault of PLDT, all unpaid bills, applicable fees, deferred or installment charges, and penalty charges shall immediately become due and demandable without prejudice to the payment of the applicable termination or pre-termination of the service or its discontinuance is caused by PLDT. However, if the termination of the service or its discontinuance is caused by gross negligence and material breach such as revocation of telecommunication franchise or license or failure to secure the necessary telecommunication permits of PLDT, the performance bond shall be forfeited by NPC-MINGEN.

PLDT INC.
AVUN JAY G. ALACORZA
Relationship Manager
PLDT Inc.

NPC MINDANAO GENERATION
LEO A. ATIENDA
ORC Manager, ISTED
NPC-Mindanao Generation

In the event the rates for this service are reduced or increased pursuant to rules, regulations or orders issued by the National Telecommunications Commission (NTC) or any other government agency, the charges payable by NPC-MINGEN for the service shall be revised accordingly.

4. The activation of the new circuit will commence as soon as PLDT has posted its Performance Bond. Activation lead time is within 15 to 30 working days after which testing will be done for seven (7) calendar days. After the testing period of seven calendar days, PLDT will turn-over the circuit to NPC-MINGEN for acceptance.
5. Billing of NPC-MINGEN by PLDT for the Service rendered shall commence upon NPC-MINGEN's acceptance of the service.

NPC-MINGEN shall deliver its written acceptance of the Service to PLDT within seven (7) days from the date of PLDT's turn-over of the Service to NPC-MINGEN, for acceptance. NPC-MINGEN should send a written notice within the seven-day period if it accepts or rejects the Service. If, however, NPC-MINGEN fails or refuses to either accept or reject the Service within the seven-day period, NPC-MINGEN shall be considered conclusively to have accepted the said Service as of the end of the seven-day period. In such case, the Service Commencement Date shall start on the very first day from and after the lapse of the above period.

Any customer provided equipment and/or facilities not being installed, operational or otherwise available for use shall not be a sufficient ground for the service not being accepted by NPC-MINGEN.

In case of interruption of the Service due to the failure of PLDT's equipment or due to any cause within PLDT's exclusive control, PLDT will at the request of NPC-MINGEN, arrange a rebate of a portion of the MSF based on the rebate schedule in accordance with Annex VI ("Credit Allowance for Interruption"), attached hereto and made an integral part hereof. If the interruption of service is due to a fault or break in the international cable service, PLDT shall endeavor to restore and observe the SLA in accordance with industry standards.

6. PLDT shall not be liable for any loss or damages suffered by NPC-MINGEN as a result of failure of the Service to operate or function caused or brought about by natural occurrences or disturbances, or brought about by any cause beyond the control of PLDT.
7. Failure of PLDT to conform to the technical specifications and satisfy the required parameters in accordance with the industry standard shall be ground for the pre-termination of the contract.
8. This Memorandum of Agreement for Internet Data Service shall be valid and binding for a period of one (1) year from the date of acceptance of the Service indicated in Attachment I. This Agreement may be renewed or extended under the same terms and conditions as may be mutually agreed upon by the parties, unless sooner terminated, with cause, by either party, which termination shall take effect thirty (30) days from receipt of such notice of termination.
9. PLDT reserves the right to summarily terminate all PLDT services extended to NPC-MINGEN under this and any and all subscription agreements and contracts, for non-payment, or any other violation of this Agreement.
10. PLDT shall abide by all the applicable safety procedures, policies and standards of NPC-MINGEN when performing repair, maintenance and/or installation/s of Service within the premises of NPC-MINGEN.
11. PLDT shall take all necessary precautions to ensure the safety and health of its personnel.

PLDT Inc.
[Signature]
 Relationship Manager
 PLDT Inc.

NPC-MINDANAO GENERATION
[Signature]
 OIC-Manager, ISD
 NPC-Mindanao Generation

12 Failure to pay the said charges within the 30-day period shall subject all unpaid sums due to interest at the rate of 1.5% per month until the same is fully paid.

13 If a circuit downgrade is requested within the term of this Agreement, **NPC-MINGEN** shall pay **PLDT** a pre-termination charge equivalent to (100%) of the difference between the monthly charges of the existing and downgraded circuit multiplied by the unexpired portion of the applicable term.

$$P = 100\% (M_E - M_D) \times U$$

where: P – penalty charge

M_E – monthly charge of existing circuit

M_D – monthly charge of downgraded circuit

U – unexpired portion in no. of months

14. In case of cancellation of order:

i) When installation works have been started before turnover of the circuit, **NPC-MINGEN** shall pay the installation fee quoted or the actual charges incurred during the installation, whichever is higher. Actual charges are usually higher than quoted installation fee for links utilizing microwave radios.

ii) If circuit has been turned over but not formally accepted, **NPC-MINGEN** shall pay the cancellation charges consisting of the following:

- installation fee quoted or actual expenses incurred (whichever is higher),
- one month's bill of the service,
- dismantling charges equivalent to the installation fee.

If installation fee is waived, actual expenses shall apply.

5. Additional Clauses:

i) All notices provided for herein (other than routing communications concerning the services to be provided hereunder) must be in writing and shall be effective when received by the other party. All notices sent by either party will be addressed as follows:

If to **PLDT**:

PLDT INC.

5th Floor, Ramon Cojuangco Bldg.

Makati Avenue, Makati City

Attention: Mr. Albert Mitcell L. Loosin

First Vice President – SME

If to **NPC-MINGEN**:

NATIONAL POWER CORPORATION – MINDANAO GENERATION

Maria Cristina, Iligan City

Attention: Mr. Edmundo A. Veloso, Jr.

Vice President

PLDT INC.

NPC-MINDANAO GENERATION

AYON G. ALACORZA

Relationship Manager

PLDT Inc.

LEO A. ATIENZA

OIC-Manager, ISTD

NPC-Mindanao Generation

**ANNEX V
NOTICE OF AWARD**

NATIONAL POWER CORPORATION

24 February 2022

MR. AVON JAY G. VALCORZA
Relationship Manager
PLDT, INC.
Ramon Comanog Bldg
Makati Avenue, Makati City

SUBJECT: NOTICE OF AWARD

Dear Mr. Valcorza:

Pursuant to Article XI, Section 3 of RA 9136, Notice of Award is hereby given to PLDT, INC. for having submitted the Single Calculated and Responsive Bid (SCRBB) for the Internet Subscription Service under PR No. NPG-SD22-001 in the total contract amount of Six Hundred Four Thousand One Hundred Twenty Eight Pesos (PHP604,128.00) Only.

You are hereby required to accept and submit to the Procurement Service Section, Logistics Division (PSS-LD), the Performance Security in any of the following forms within three (3) days from the date of receipt of the copy of this Notice of Award forth with of Finance Division (FD).

- Performance Security in cash;
- Cash, Cashier's/Manager's Check, National Bank Draft/Guarantee confirmed by a Universal or Commercial Bank, or a promissory letter of Credit issued by a Universal or Commercial Bank. Provided, however, in 1) shall be confirmed or authenticated by a Universal or Commercial Bank it issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price;
- Surety Bond payable on demand issued by a surety or insurance company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total Contract Price;
- Any combination of the foregoing proportionate to criteria to form with respect to the total amount of security.

Likewise, you are to secure the Certificate of Acceptance Performance Security from FD within eight (8) calendar days from receipt of the copy of this notice and submit the same to PSS-LD.

For any clarification, please proceed to the PSS-LD, Admin. & Finance Department, NPC-Mindanao Generation, Maria Cristina, Iligan City from 8:00 AM to 5:00 PM, Monday to Friday.

Very truly yours,

CANDELARIO C. AMORABLE, Jr.
Acting General Manager
Administrative Services

RECEIVED BY AVON JAY G. VALCORZA on 27 March 01, 2022
(Supplier's Representative)

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8381 Road, 2nd Floor, Marikina Office
Quezon City 1103, Philippines
Tel. No. (02) 839-5402 (1 line)



ANNEX VI
CREDIT SCHEDULES FOR INTERRUPTIONS

A. Interruptions of Twenty-Four (24) Hours or less

Credit for Interruptions to service will be allowed as follows:

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 - 179 minutes	1 / 10 day
180 - 359 minutes	1 / 5 day
360 - 539 minutes	2 / 5 day
540 - 719 minutes	3 / 5 day
720 - 899 minutes	4 / 5 day
900 - 1440 minutes	One day

Two or more interruptions of thirty (30) minutes or more during any period but not up to three (3) hours shall be considered as one interruption.

B. Interruptions Over Twenty-Four (24) Hours

Credit will be allowed in 1 / 5 day multiples for each 3-hour period of interruption or fraction thereof.

These allowances are subject to the following conditions:

1. It is the responsibility of **NPC-MINGEN** to report and to request for credits/rebates on any outages, subject to verification by **PLDT's** Fault Management Team (FMT). The **NPC-MINGEN** must request for a rebate in order to receive the same. The **NPC-MINGEN** must notify **PLDT** within sixty (60) days from the time the **NPC-MINGEN** becomes eligible to receive a rebate. Failure to comply with this requirement will forfeit **NPC-MINGEN's** right to receive a rebate.
2. However, if the interruption/outage has been known to **PLDT's** FMT, **PLDT** shall voluntarily make the appropriate credit to the next monthly billing without the need for **NPC-MINGEN** to report or claim on the outage/s to **PLDT**.
3. All credit allowances/rebates shall be based on **NPC-MINGEN's** MRTG record upon verification and confirmation on **PLDT's** FMT records.
4. The credit allowance shall be applied to the next billing month.
5. **PLDT** shall promptly provide rebates for interruptions or outages in the Service in the amounts set forth in the above schedule. However, the **NPC-MINGEN** shall not be entitled to a rebate if the interruptions or outages are caused by any of the following:
 - i. The act, omission, fault or negligence of **NPC-MINGEN**;
 - ii. **NPC-MINGEN's** applications, equipment, or facilities including any third party equipment other than equipment furnished by **PLDT** as part of their access services (i.e., **NPC-MINGEN's** equipment failure, power failure);
 - iii. Interruptions during any period where **PLDT** or its agents are not allowed access to the **NPC-MINGEN** premises where the access lines are terminated;
 - iv. Scheduled Maintenance;
 - v. Force Majeure (e.g., typhoon, lightning, flood, earthquakes, etc.); or
 - vi. War, terrorist and criminal acts including theft of cable or equipment, civil disturbance, military insurrection and/or government takeover of Services.
6. It shall be construed that **PLDT** shall provide monthly billing to **NPC-MINGEN**.
7. Customer shall call **PLDT's** ESA Fault Management Team (FMT) via toll Free number 180018885656 (for Cellphone and LandypHONE subscribers), you may also dial (02) 688-2700 or 177 or e-mail corporatecustomer@pldt.com.ph