

Contract Agreement Form

CONTRACT No. PB22-MGAGS-002

THIS AGREEMENT made the ___ day of _____ 20___ between;

NATIONAL POWER CORPORATION -- MINDANAO GENERATION (NPC-MINGEN), with 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-

INFINIVAN INC., a corporation duly organized and existing under applicable laws, located at Unit 1710 Hanston Square, #17 San Miguel Ave., Ortigas Center San Antonio, Pasig City represented herein by EDGARDO A. OPULENCIA, Chief Operating Officer, Enterprise Revenue Group 1, hereinafter called the "INFINIVAN INC."

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., PROCUREMENT OF Internet Subscription Redundancy for CY 2022, 100MBPS of 1:1 Ratio between Bandwidth and CIR (PR No. MG-AST22-001) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of TWO MILLION THREE HUNDRED THOUSAND PESOS ONLY (PHP 2,300,000.00), Value Added Tax (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 Specifications, Scope and Charges;
 - d. the General Conditions of Contract;
 - e. NPC-MINGEN's Notification of Award; and
 - f. the Credit Schedules for Interruptions.
3. In consideration of the payments to be made by AGUS 4&5 HPPC to INFINIVAN, INC. as hereinafter mentioned, INFINIVAN INC. hereby agrees to enter into contract with AGUS 4&5 HPPC to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. AGUS 4&5 HPPC hereby agrees to pay INFINIVAN INC. in consideration of 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.

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.

CERTIFIED FUNDS.

Chargeable to: PTSD/6643011
CC Name/No.: 110
Account No.:

EDMUNDO A. VELOSO, JR.
Vice President
NPC-Mindanao Generation
ATTY. EDDIE U. TABUÉLOG

WITNESS:

1. NICHOLAS T. BENIGRA
2. JOYENESS JAYME
3. SEIRRIANNE S. OBLEA

INFINIVAN, INC.

EDGARDO A. OPULENCIA
Chief Operating Officer
Infinivan, Inc.

NPC-MINDANAO GENERATION.

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

9-12-22
LUEGIC, ANIMARA.

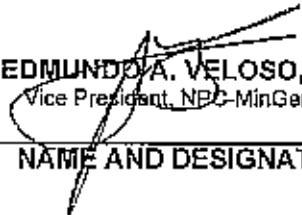
9/13/22
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SIGNED, SEALED, AND DELIVERED BY:

CONTRACT NO. PB22-MGAGS-002

NPC-MINGEN:

INFINIVAN INC.:


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

 NAME AND DESIGNATION


EDGARDO M. OPUENCIA
 Chief Operating Officer
 Infinivan Inc.

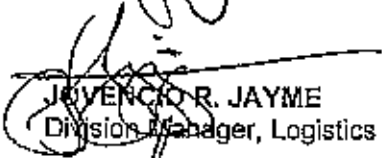
 NAME AND DESIGNATION


SIGNED IN THE PRESENCE OF:

AGUS 4&5 HPPC:

INFINIVAN INC.:


NICHOLAS T. BENIGRA
 Plant Manager, Agus 4&5 HPPC


JUVENCIO R. JAYME
 Division Manager, Logistics


ATTY. EDDIE U. TABUELOG
 Division Manager, Finance

 NAME

3 WITNESS *MM*
 2


SEIRRIL ANNE S. OBLEA
 Carrier Relations Officer

 NAME
 WITNESS

ACKNOWLEDGEMENT

CONTRACT NO. PB22-MGAG5-002

CERTIFIED FUNDS:

Chargeable to: _____
CC Name/No PTSD/6643011
Account No. / 110

[Signature]
ATTY. EDDIE U. TABUELOG
[Signature]

REPUBLIC OF THE PHILIPPINES
CITY OF _____ S.S

BEFORE ME, this _____ day of _____ 20____, personally appeared the following persons exhibiting to me his respective Government issued ID's, to wit

NAME	ID No.	Date/Place of Issuance
EDGARDO A. OPULENCIA		

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of Thirteen (13) 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 entity he represents.

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

Doc No. _____
Page No. _____
Book No. _____
Series of 20_

WITNESS:

- [Signature]*
NICHOLAS T. BENIGRA
- [Signature]*
JAVENESS JAYME
- [Signature]*
SEIRRI ANNE S. ORLEA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____ S.S

BEFORE ME, this _____ day of _____ 20____, personally appeared the following persons exhibiting to me his respective Government issued ID's, to wit

NAME	ID No.	Date/Place of Issuance
EDMUNDO A. VELOSO, JR.		

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of Thirteen (13) 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 entity he represents.

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

Doc No. _____
Page No. _____
Book No. _____
Series of 20_

INFINIVAN, INC.:

[Signature]
EDGARDO A. OPULENCIA
Chief Operating Officer
Infinivan Inc.

NPC-MINDANAO GENERATION:

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

ANNEX I
BID FORM AND PRICE SCHEDULE SUBMITTED BY BIDDER

Bid Form for the Procurement of Goods
(shall be submitted with the Bid)

BID FORM

Date : June 7, 2022

Project Identification No. : MG-AST23-001

To: **National Power Corporation – Mindanao Generation**
MinGen Headquarters, NPC, Maria Cristina, Iligan City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers 2022-GOODS-049, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, and perform the *100 Mbps Redundant Internet Connectivity for Agus 4&5 HPPC* in conformity with the said PBDs for the sum of *Two Million Three Hundred Thousand Pesos (Php 2,300,000.00)* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *None*, which are itemized herein or in the Price Schedules. If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amount, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of Agent Currency Commission or gratuity

NONE

NONE

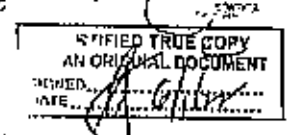
NONE

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, 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/confirm that we comply with the eligibility requirements pursuant to the PBDs.



INFINIVAN, INC.
EDGARDO A. POPLUENCIA
Chief Operating Officer
infinivan.com

NPC-AGUS 4&5 HPPC
NICHOLAS Y. BENIGRA
Plant Manager
Agus 4&5 HPPC

The undersigned is authorized to submit the bid on behalf of *Infinivan, Inc.* as evidenced by the attached *duly notarized Secretary's Certificate*.

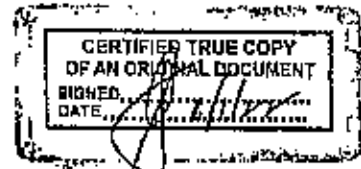
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

INFINIVAN, INC.
EDGARDO A. OPULENCIA
Chief Operating Officer
Infinivan Inc.

Name: EDGARDO A. OPULENCIA
Legal capacity: CHIEF OPERATING OFFICER
Signature: _____
Duly authorized to sign the Bid for and behalf of: INFINIVAN, INC.
Date: MAY 30, 2022

NPC-AGUS 4&5 HPFC
NICHOLAS T. BENIGRA
Plant Manager
Agus 4&5 HPFC

Handwritten initials and scribbles.



Price Schedule for Goods Offered from Within the Philippines
 (shall be submitted with the Bid if bidder is offering goods from within the Philippines)

For Goods Offered from within the Philippines

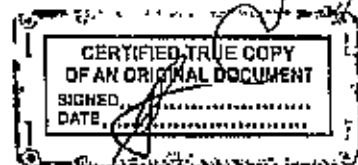
Name of Bidder INFINIVAN, INC. Project ID No. MG-AST22-001 Page 1 of 1

1	2	3	4	5	6	7	8	9	10
Items	Description	Country of Origin	Quantity	Unit Price/Ex-works Item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services if applicable per item	Total Price per unit (col 5+6+7+8)	Total price delivered Final Destination (col 9+(col 4))
1	100 Mbps Redundant Internet Connectivity for Twelve (12) Months (Details in pg. 28 to 32 of the Bidding Document, Technical Specifications)	PH	1	PHP 2,300,000.00	0.00	0.00	0.00	PHP 2,300,000.00	PHP 2,300,000.00

INFINIVAN, INC.
EDGARDO A. OPULENCIA
 Chief Operating Officer
 Infinivan, Inc.

NPC-AGUS 4&5 HPPC
NICHOLAS T. BENIGRA
 Plant Manager
 Agus 4&5 HPPC

Name: EDGARDO A. OPULENCIA
 Legal Capacity: CHIEF OPERATING OFFICER
 Signature: _____
 Duly authorized to sign the Bidding for and behalf of: INFINIVAN, INC.



**ANNEX III
TECHNICAL SPECIFICATION, SCOPE AND CHARGES**

DIRECT INTERNET

From	To	Speed	Monthly Recurring Charge	One-Time Charge
INFINIVAN INC. 21st Flr., Hanston Square Building San Miguel Ave., Ortigas Center, Pasig City, Philippines 1605	AGUS 4&5 HPPC Ditucalesan, Iligan City	100 Mbps Downstream / 100 Mbps Upstream	191,666.667	-

INFINIVAN, INC.
EDGARDOP OPULENCIA
 Chief Operating Officer
 Infinivan Inc.

Note that:

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

Technical Specifications for Infinivan, Inc. Direct Internet Service:

- o Bandwidth: 100 Mbps Downstream / 100 Mbps Upstream and 1:1 ratio
- o High Speed Internet Connection
- o Network Availability of 99.80%
- o Downstream/Upstream same as port speed
- o Round Trip Delay (Latency): <250 @ 25% load
- o Mean Time to Respond: <30min. (phone); <4hrs (field)

Additional Administrative Conditions:

- a. There should be a 48 hrs. On Site Response Time and Contact Person or Direct Line Communication for Technical Support for the quick response during down and trouble of the line.
- b. Technical Support must direct to the technical team of the winning bidder and not to call center to minimize delay of response.
- c. The required ISP shall provide redundancy to the existing ISP's of Agus 5 and MinGen which are the Globe and PLDT Redundancy means multiple transit provider, separate transports (duplication of physical hardware, separate network and independent subnet) and independent software to take over after fall-over of the existing ISP's.

NPC-AGUS 4&5 HPPC
NICHOLAS T. BENIGRA
 Plant Manager
 Agus 4&5 HPPC

Parameter	SLA
Network Availability	99.80%
Last Mile Availability (Fiber)	99.80%
Round Trip Delay (US borders routers)	<=250 ms (at 50% average traffic utilization)
MTT Respond	<30 min. (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)

ANNEX IV
GENERAL CONDITION

1. **INFINIVAN INC.** shall provide to **AGUS 4&5 HPPC** 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 **AGUS 4&5 HPPC**, for the two-way transmission of information twenty-four hours (24) 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 **INFINIVAN INC.** for **AGUS 4&5 HPPC** use;
- (iv) Securing 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. **AGUS 4&5 HPPC** responsibilities shall include but not limited to the following:

- (i) **AGUS 4&5 HPPC** shall grant **INFINIVAN INC.** 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, **AGUS 4&5 HPPC** shall secure the requisite building permits and approval necessary for construction, installation and operation of the facilities used for the rendition of the telecommunications service/s herein contemplated.
- (iii) **AGUS 4&5 HPPC** acknowledges **INFINIVAN INC.** ownership over the ancillary customer premise equipment (modem). Accordingly, **AGUS 4&5 HPPC** shall be responsible for the safe custody and use of these equipment after installation at the premises and shall exercise due care, as maybe 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 **AGUS 4&5 HPPC** shall be for the account of **AGUS 4&5 HPPC** and **INFINIVAN** 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. **INFINIVAN INC.** shall bill **AGUS 4&5 HPPC** in Philippine Pesos (Php). **AGUS 4&5 HPPC** shall pay **INFINIVAN INC.** the monthly recurring charges stated in the Attachment I. **INFINIVAN INC.** shall observe its standard billing and notification procedures. If **AGUS 4&5 HPPC** fails to pay the monthly recurring charges, **AGUS 4&5 HPPC** shall pay the interest on the unpaid amount at the rate of 1.5% per month from date due until the same is fully paid. In addition, **INFINIVAN INC.** reserves the right, without incurring a 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 **AGUS 4&5 HPPC**.

In case the service is discontinued or terminated at no fault of **INFINIVAN INC.**, all unpaid bills, applicable fees, deferred or instalment charges, and penalty charges shall immediately become due to demandable without prejudice to the payment of applicable termination or pre-termination of the service or its discontinuance is caused by **INFINIVAN INC.** However, if the termination of the service or its discontinuance is caused by gross negligence and material breach such as revocation of

INFINIVAN, INC.
EDGARDO OPULENCIA
Chief Operating Officer
Infinivan Inc.

NPC-AGUS 4&5 HPPC
NICHOLAS T. BENIGRA
Plant Manager
Agus 4&5 HPPC

telecommunication franchise or license or failure to secure the necessary telecommunication permits of INFINIVAN INC. the performance bond shall be forfeited by AGUS 4&5 HPPC.

In the event the rates for this service are reduced or increased pursuant to rules, regulations or orders issued by the National Telecommunication Commission (NTC) or any other government agency, the charges payable by AGUS 4&5 HPPC for the service shall be revised accordingly.

- 4. The activation of the new circuit will commence as soon as INFINIVAN INC. 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, INFINIVAN INC. will turn-over the circuit to AGUS 4&5 HPPC for acceptance.
- 5. Billing of AGUS 4&5 HPPC by INFINIVAN INC. for the service rendered shall commence upon AGUS 4&5 HPPC acceptance of the service.

AGUS 4&5 HPPC shall deliver its written acceptance of the Service to INFINIVAN INC. within seven (7) days from the date of INFINIVAN INC. turn-over of the Service to AGUS 4&5 HPPC, for acceptance. AGUS 4&5 HPPC should send a written notice within the seven-day period if it accepts or rejects the Service. If, however, AGUS 4&5 HPPC fails or refuses to either accept or reject the Service within the seven-day period, AGUS 4&5 HPPC 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 AGUS 4&5 HPPC.

In case of interruption of the Service due to the failure of the INFINIVAN INC. equipment or due to any cause within INFINIVAN INC. exclusive control, INFINIVAN INC. will at the request of AGUS 4&5 HPPC, 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, INFINIVAN INC. shall endeavour to restore and observe the SLA in accordance with industry standards.

- 6. INFINIVAN INC. shall not be liable for any loss or damages suffered by AGUS 4&5 HPPC as a result of failure of the Service to operate or function caused or brought about natural occurrences or disturbances, or brought about by any cause beyond the control of INFINIVAN INC.
- 7. Failure of INFINIVAN INC to conform to the technical specification 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 1. This Agreement may be renewed or extended under the same terms and condition as may be mutually agreed upon by the parties, unless soon terminated, with cause, by either party, which termination shall take effect thirty (30) days from receipt of such notice of termination.
- 9. INFINIVAN INC reserves the right to summarily terminate all INFINIVAN INC services extended to AGUS 4&5 HPPC under this and any and all subscription agreements and contracts, for non-payment, or any other violation of this Agreement.
- 10. INFINIVAN INC shall abide by all applicable safety procedures, policies and standard of AGUS 4&5 HPPC when performing repair, maintenance and/or installation/s of Service within the premises of AGUS 4&5 HPPC.
- 11. INFINIVAN INC shall take all necessary precautions to ensure the safety and health of its personnel.

INFINIVAN, INC.
 EDGARDO A. POPILENCIA
 Chief Operating Officer
 Infinivan Inc.

NPC-AGUS 4&5 HPPC
 NICHOLAS A. BENIGRA
 Plant Manager
 Agus 4&5 HPPC

12. Failure to pay the said charges within the 30-days 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, AGUS 4&5 HPPC shall pay INFINIVAN, INC. 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 work have been started before turn-over of the circuit, AGUS 4&5 HPPC 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 link utilizing microwave radios.
- ii) If circuit has been turned over but not formally accepted, AGUS 4&5 HPPC shall pay the cancellation charges consisting of the following:
 - Installation fee quoted or actual expenses incurred (whichever higher),
 - One-month bill of service,
 - Dismantling charges equivalent to the installation fee.

If installation fee is waived, actual expenses shall apply.

15. Additional Clauses:

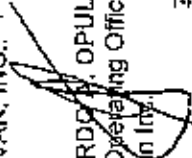
- i) All notices provided for herein (other than routing communication concerning the services to be provided hereunder) must be in writing and shall be effective when received by the other party. All notices sent by either party will be addressed as follows:

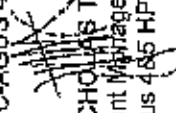
If to INFINIVAN INC:

INFINIVAN INC
Unit 1710 Hanston Square,
#17 San Miguel Ave., Ortigas
Center San Antonio, Pasig City
Attention: **MR. EDGARDO A. OPULENCIA**
Chief Operating Officer

If to NPC-MINGEN:

NATIONAL POWER CORPORATION – MINDANAO GENERATION
Maria Cristina, Iligan City
Attention: **MR. EDMUNDO A. VELOSO, JR.**
Vice President

INFINIVAN, INC.:

EDGARDO A. OPULENCIA
Chief Operating Officer
Infinivan Inc.

NPC-AGUS 4&5 HPPC:

NICHOLAS T. BENIGRA
Plant Manager
Agus 4&5 HPPC

CONTRACT NO. PB22-MGAG5-002

**ANNEX V
NOTICE OF AWARD**



NATIONAL POWER CORPORATION

14 July 2022

MR. EDGARDO A. OPULENCIA
Chief Operating Officer
INFINIVAN, INC.
17 San Miguel Ave., Origas Center, Pasig City

SUBJECT NOTICE OF AWARD

Dear Mr. Opuencia:

Pursuant to Article XI Section 37 of RA 9184, Notice of Award is hereby served to INFINIVAN, INC. for having submitted the Single Calculated and Responsive Bid for the Internet Connectivity Subscription Expenses, Redundant Internet Connectivity, Agus 6 HEP under PR No. MG-AST22-001 in the total contract amount of Two Million Three Hundred Thousand Pesos (PHP2,300,000.00) Only.

You are hereby required to secure and submit to the Procurement Services 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 for review of Finance Division (FD):

- a) Performance Securing Declaration
- b) Cash, Cashiers/Manager's Check, Notarized Bank Draft/Guarantee confirmed 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 Universal or Commercial Bank if issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price;
- c) Surety Bond callable upon 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.
- d) Any combination of the foregoing proportionate to share to form with respect to the total amount of security.

Likewise, you are to secure the Certificate of Acceptable 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 General on Wana Cristina, Davao City from 8:00 AM to 5:00 PM, Monday to Friday.

Very truly yours,

CARDELAR C. AMIOABLE, JR.
Acting Department Manager
Administration & Finance

RECEIVED BY _____
(Supplier's Representative)

NPC-000 F28
Rev. No. 0
Page 1 of 1

918 Road cor. Quezon Avenue, Diliman
Quezon City 1100, Philippines
Tel. Nos. (632) 921-3541 to 83
Fax No. (632) 921-2408
Website: www.nppcor.gov.ph



Microfilm
Tapes
130 600 24-8



130 600 24-8

INFINIVAN, INC.
EDGARDO A. OPULENCIA
Chief Operating Officer
Infinivan Inc.

NPC-AGUS 4&5 HPPC
NICHOLAS T. BENIGRA
Plant Manager
Agus 4&5 HPPC

**ANNEX VI
CREDIT SCHEDULES FOR INTERRUPTIONS**

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

Credit for interruption 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	1 day

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

B. Interruption 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 AGUS 4&5 HPPC to report and to request for credits/rebates on any outages, subject to verification by INFINIVAN INC. Fault Management Team (FMT). The AGUS 4&5 HPPC must notify INFINIVAN INC. within sixty days from the time the AGUS 4&5 HPPC becomes eligible to receive a rebate. Failure to comply with this requirement will forfeit AGUS 4&5 HPPC right to receive a rebate.
2. However, if the interruption/outage has been known to INFINIVAN INC., INFINIVAN INC. shall voluntarily make the appropriate credit to the next monthly billing without the need for AGUS 4&5 HPPC to report or claim on the outage/s to INFINIVAN INC.
3. All credit allowances/rebate shall be based on AGUS 4&5 HPPC MRTG record upon verification and confirmation on INFINIVAN INC FMT records.
4. The credit allowance shall be applied to the next billing month.
5. INFINIVAN INC. shall promptly provide rebates for interruption or outages in the service in the amounts set forth in the above schedule. However, the AGUS 4&5 HPPC 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 AGUS 4&5 HPPC;
 - ii. AGUS 4&5 HPPC applications, equipment, or facilities including any third party equipment other than equipment furnished by INFINIVAN INC. as part of their access service (i.e., AGUS 4&5 HPPC equipment failure, power failure);
 - iii. Interruptions during any period where INFINIVAN INC. or its agents are not allowed access to the AGUS 4&5 HPPC premises where the access lines are terminated;
 - iv. Scheduled Maintenance;
 - v. Force Majeure (e.g. typhoons 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 INFINIVAN INC. shall provide monthly billing to AGUS 4&5 HPPC.
7. Customer shall call INFINIVAN INC. via toll Free number _____ (for Cell phone and Handy Phone Subscribers), you also dial _____ or e-mail _____

INFINIVAN, INC.
EDGARDO COPULENCIA
Chief Operating Officer
Infinivan Inc.

NFC-AGUS 4&5 HPPC:
NICHOLAS T. BENIGRA
Plant Manager
Agus 4&5 HPPC