

## Compliance to Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, (Calendar Days/Months)
1	Fabrication and Installation of Base Tower	One (1) Lot	₱2,922,000.00	Sixty (60) calendar days upon issuance of NTP

**This is to certify that we hereby commit to comply and deliver all the above.**

Name of the Representative of the Bidder: \_\_\_\_\_

Position: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

## Compliance to Technical Specifications

*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.*

ITEM NO.	SPECIFICATIONS	STATEMENT OF COMPLIANCE
<b>1</b>	<b>Fabrication and Installation of Base Tower</b>	
	Supply, fabrication, delivery, and installation of the following items:	
	1. Base Tower - ABC: Php 2,200,000.00	
	2. Tower Perimeter Fence and Equipment storage Area- ABC: Php393,000.00	
	3. Preliminary Engineering Design, Survey, and Professional Consultations- ABC: Php 329,000.00	
	<b>1. GENERAL OVERVIEW</b>	
	1.1.The DOST-Advanced Science and Technology Institute (DOST-ASTI) is seeking qualified and competent bidders for the above-stated requirements.	
	1.2.The equipment is necessary for the deployment and installation of REIINN project prototype in 2 locations- Tanay, Rizal (Site 1) and Dona Remedios Trinidad, Bulacan (Site 2)	
	1.3.The approved budget for the contract is inclusive of all applicable government taxes and services charges.	
	1.4.The technical specifications written herein are of minimum requirements, otherwise stated.	
	1.5. Please refer to the attached Terms of Reference for the full specifications. It is understood that if there are discrepancies with this Purchase Request (PR) and the Terms of Reference (TOR), the TOR will supersede the PR.	
	<b>2. REQUIREMENTS</b>	
	2.1. Supply, fabrication, delivery and installation of Base Tower - Php 2,200,000.00	
	2.1.1. Specifications:	
	2.1.1.1. Supply, fabrication, galvanization, & installation of guyed tower made of GI pipe, complete with stiffener plates, splice plates, web bars, and all accessories as required in the attached base tower design and specification	
	2.1.1.2. Fabrication of 3000 x 16 mm dia. ground rods, copper-clad steel embedded to the ground, including cad weld connection to the grounding wire	
	2.1.1.3. The LTE Base Stations are expected to be installed in two locations- Site 1 is in Tanay, Rizal, and Site 2 is in Doña Remedios Trinidad, Bulacan.	
	2.1.1.4. Utilize the conceptual design, technical aspects, and details given by DOST-ASTI for a small-scale LTE base station tower and identify the scope of physical components and structures, specific outputs and requirements of the structures, and proposed methods of installation as necessary. Design and Bill of Materials (BOM) are available upon request.	

	2.2. Supply, Fabrication, Delivery, and Installation of Base Tower Perimeter Fence and Equipment storage Area- Php 393,000.00	
	2.2.1. The following are the design parameters for the perimeter fence and equipment storage area for Site 1 and Site 2:	
	2.2.1.1. The perimeter fence should be installed using galvanized metal.	
	2.2.1.2. The total area of the fence should have a dimension of 8 x 8 m <sup>2</sup> and a height of 1.5 m.	
	2.2.1.3. The fence should have a steel gate.	
	2.2.1.4. Equipment storage should have an area of 1.5 m by 1.5 m.	
	2.2.1.5. It should be properly grounded by a copper rod and should have built-in equipment cabinets.	
	2.2.1.6. The supplier must create/provide their own storage area during installation.	
	2.2.1.7. Final design of the structure shall be provided by the DOST-ASTI.	
	2.3. Preliminary Engineering Design, Survey, and Professional Consultations-Php329,000	
	2.3.1. Specifications	
	2.3.1.1. Conduct engineering surveys and tests at the chosen sites provided by the DOST-ASTI to comply with the requirements of the concerned LGU in the installation of the tower structure, perimeter fencing, and equipment storage area	
	2.3.1.2. The winning bidder is required to facilitate and coordinate with the concerned Local Government Units and relevant National Government Agencies regarding building permits and other relevant documents, and requirements prior to, during, and after installation, and pay the corresponding fees as required.	
	2.3.1.3. The winning bidder shall provide all design requirements (including printing and signing of documents by qualified personnel) necessary in the processing of permits	
	2.3.1.4. The DOST ASTI shall provide assistance and support in the processing of all necessary permits and requirements prior to the installation period.	
	<b>3. PAYMENT and DELIVERY TERMS</b>	
	3.1. In the event that the end-user/DOST-ASTI will change the location for the installation due to unforeseen circumstances, the supplier may request to cancel the awarded item in the contract or request for additional cost to cover charges, but not to exceed 10% of the total contract price, subject to availability of project funds.	
	3.2. Delivery of all requirements shall be made by the Supplier within Sixty (60) calendar days upon issuance of Notice to Proceed (NTP).	
	3.3. Payment shall be made only upon certification/acceptance by End User to the effect that the Goods have been rendered or delivered in accordance with the terms stated in the attached Terms of Reference (TOR) and have been duly inspected and accepted.	
	3.4. The DOST-ASTI agrees to pay the following based on the schedule listed below:	

	3.4.1. First Payment (40% of the ABC) Upon Completion of: Tower installation (Site 1), Issuance/approval of permits (Site 1)	
	3.4.2. Second Payment (40% of the ABC) Upon Completion of: Perimeter fence (Site 1), Tower installation (Site 2), Issuance/approval of permits (Site 2)	
	3.4.3. Last payment/ Balance (20% of ABC) Upon Service Completion 100% installation of Site 1 and Site 2 base tower, 100 % completion of perimeter fence (Site 2), Submission of all designs and other related documents to DOST-ASTI.	
	3.4.4. The price of the bid must be inclusive of government tax and fees.	
	<b>4. WARRANTY, SUPPORT SERVICE, AND LIABILITY</b>	
	4.1. The supplier should issue a statement of limited warranty to cover defects in materials and workmanship for 60 days after the date of completion at no cost incurred to DOST-ASTI.	
	4.2. Support service must be available at least 9 hours per day, Monday to Friday (including holidays), during business hours, 9 AM- 6 PM Philippine Standard Time (UTC+8) and must respond within 72 hours. Support service shall include answering queries regarding the installations and acknowledgment of receipt of any documentation from DOST-ASTI regarding the installations. Concerns needing on-site verification, action, and resolution should be coordinated with DOST-ASTI.	
	4.3. The supplier shall be held liable for any accidents and damage to property and surrounding areas caused by failure to implement the worksite safety procedures and protocols.	
	4.4. The supplier shall be held liable for any accidents and damage to property and surrounding areas caused by defective materials and poor workmanship.	

**Bid Form for the Procurement of Goods**  
***[shall be submitted with the Bid]***

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**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* 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: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, 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, amounts, 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.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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 of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____
_____	_____

(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.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)	Total CIF or CIF price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_  
 Legal Capacity: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per 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) x (col 4)

Name: \_\_\_\_\_  
 Legal Capacity: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



## **Bid Securing Declaration Form**

***[shall be submitted with the Bid if bidder opts to provide this form of bid security]***

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### **BID SECURING DECLARATION Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Omnibus Sworn Statement (Revised)**  
***[shall be submitted with the Bid]***

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Single Largest Completed Contract

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Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty percent (50%) of the ABC.

Please fill out the required information below:

1	<b>Name of Contract :</b>	
2	<b>Date of Contract :</b>	
3	<b>Contract Duration :</b>	
4	<b>Owner's Name :</b>	
5	<b>Owner's Address :</b>	
6	<b>Kinds of Good / Services :</b>	
7	<b>Amount of Completed Contract/s:</b>	
8	<b>Date of Delivery :</b>	
9	<b>Official Receipt / Sales Invoice No. :</b>	

**NOTE:**

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.
2. It is required for the Bidder to submit **one** of the following documents:
  - a. Official Receipt;
  - b. Sales Invoice; or
  - c. Statement of End-user's Acceptance with Contract Amount.

Choose only **one** to submit, not all.

3. For #9, indicate the Official Receipt or Sales Invoice No. of the supporting document attached, for easier reference. If the Bidder opts to submit a statement of end-user's acceptance, indicate not applicable.

## Computation of Net Financial Contracting Capacity

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This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ (\_\_\_\_\_ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

**NFCC** = [(Current assets minus current liabilities) **(15)**] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

### **NOTES:**

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above.

## Statement of Ongoing Government and Private Contracts

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**Example:**

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")
1	XYZ Plan	01 Jan 2017, 5 Years	Juan Dela Cruz, Quezon City	Subscription Service	P99,000,000.00	P38,000,000.00	02 Jan 2017	G
<b>Total Value of All Outstanding Contracts: P38,000,000.00</b>								

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No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
2								
3								
4								

**Total Value of All Outstanding Contracts:**

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**NOTE:** Supporting documents are not required.

# SERVICE LEVEL AGREEMENT

## Supply and Delivery of One (1) Lot Fabrication and Installation of Base Tower

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### 1. Introduction

- 1.1. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between <insert Company Name> (herein referred to as “Service Provider”) and the **Advanced Science and Technology Institute (herein referred to as “DOST-ASTI”)** for the provisioning of services required to support and sustain their supplied product or service (“Tower”).
- 1.2. This Agreement shall be in effect for **one (1) year** or until the SLA is renegotiated after the date of end-user acceptance is determined.

### 2. Service Agreement

- 2.1. The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement:
  - 2.1.1. Manned telephone support;
  - 2.1.2. Monitored email support; and
  - 2.1.3. Hardware repair and replacement.

### 3. Service Management

- 3.1. Service Support Channels
  - 3.1.1. In the event that a hardware failure should develop during the ongoing support of this Agreement, and qualified technicians of DOST-ASTI cannot resolve it, the DOST-ASTI must in the first instance contact **<Name of Company>** support services, either:
    - 3.1.1.1. By telephone or cellphone on **<telephone-number>**; or
    - 3.1.1.2. By creating a new online Support Ticket at **<URL>**; or
    - 3.1.1.3. By email at **<email-address>**.
- 3.2. Service Availability
  - 3.2.1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components:
    - 3.2.1.1. Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (except official holiday)
      - 3.2.1.1.1. Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
    - 3.2.1.2. Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday (except official holidays)
      - 3.2.1.2.1. Emails received outside of office hours will be collected and addressed on the next business day.
    - 3.2.1.3. Onsite assistance guaranteed within 72 hours during the business week, or as agreed upon prior coordination with DOST-ASTI.
      - 3.2.1.3.1. If the attendance of a service technician was insufficient to determine a resolution to the problem or fault, the Service Provider must indicate, through any representation, a definitive timeline of the repair or replacement required to restore the Tower to normal operations to the DOST-ASTI.
- 3.3. Service Requests
  - 3.3.1. In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the DOST-ASTI within the following time frames:



- 3.3.1.1. Within forty-eight (48) hours for issues classified as High priority;
- 3.3.1.2. Within five (5) working days for issues classified as Low priority; and

<b>Severity Level</b>	<b>Definition</b>
High Priority	Issue affects the functionality of installed DOST-ASTI Equipment on the Tower
Low Priority	Issue requires minor investigation or monitoring; Request for training or information

3.3.2. Remote assistance or on-site service will be provided in-line with the above timescales dependent on the priority of the support request.

**4. Repair and Replacement**

4.1. Standard and Extended Limited Warranty

4.1.1. The Service Provider guarantees that the Tower and other hardware components are free from defects in materials and workmanship during the duration of this Agreement.

**5. Excluded Parts and Coverage**

5.1. The Agreement does not apply to any unavailability, suspension, or termination of the Tower, or any other Tower performance-related issues cause by the following reasons:

- 5.1.1. Any maintenance, alteration, modification or adjustment performed by persons other than Service Provider or its employees or agents other than those authorized by the Service Provider;
- 5.1.2. Damage to the Tower caused by war, terrorism, fire, accident, natural disaster, movement, intentional or accidental misuse, abuse, neglect or improper maintenance, liquid, use under abnormal conditions, obsolescence, rust, change in color, texture or finish, wear and tear, gradual deterioration;
- 5.1.3. Fraud, theft, unexplained disappearance or willful act;
- 5.1.4. Damage (accidental or other) to the Tower that is cosmetic, meaning damage that does not impact the operation and functioning of the Tower; and
- 5.1.5. Damage to the Tower caused by any failure, interruption or surge in electrical power or its related infrastructure connected to the Tower.

**Conforme:**

<b>Name:</b>
<b>Title:</b>
<b>Company Name:</b>
<b>Date:</b>