



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON



CONTRACT OF INTERNET SERVICES

KNOW ALL MEN BY THESE PRESENTS:

SEP 08 2022

This contract is entered is entered into this__ day of _____, by and between :

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **PROCURING ENTITY**.

-and-

EAST MANILA CABLE NETWORK, INC. is corporation duly organized under and by law. It is represented in this contract by its Officer-In-Charge, **ENGR. OWEN PESEBRE**, with office address at B1 L20 P1 Everlasting St., PHIA Greenland Executive Village, Brgy. San Juan, Cainta, Rizal hereinafter referred to as the **SUPPLIER**.

WHEREAS, Procuring Entity has undertaken the procurement of **“SUBSCRIPTION OF 200 MPBS INTERNET SERVICES FOR ONE (1) YEAR CONTRACT”**.

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 provides the general rule, that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to Alternative Modes of Procurement.

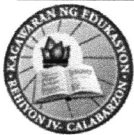
WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Small Value Procurement as an Alternative Mode of Procurement subject however to the approval of the Head of the Procuring Entity.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED TWENTY THOUSAND PESOS ONLY (Php420,000.00)**;

WHEREAS, the Informationand Communication Unit conducted a cost-benefit analysis/market studey to determine available providers for said project. Some of the prospective bidder submitted their quotations;

WHEREAS, based on the submitted quotation/s, the following data were gathered:

Internet Service Providers	MBPS	Public IP	One-time Charge	One Year Cost (VAT Inclusive)
Nexlogic	200 mbps	6	Php10,000.00	Php1,200,000.00



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph

East Manila Cable Network Inc.	200 mbps	8	None	Php362,880.00
Converge ICT Solutions Inc.	200 mbps	27	Php16,800.00	Php1,599,360.00

WHEREAS, on the quotations submitted, the Bids and Awards Committee (BAC) proposed the renewal of contract to the Supplier considering that its offer is more efficient and economical to the government;

WHEREAS, the Procuring Entity has upgraded its subscription from 100mbps to 200mbps due to the number of employees logging in and high-speed internet needed by the employees to avoid interruption of services;

WHEREAS, the BAC is guided by Appendix 21 of the Revised IRR of RA 9184, “Guidelines on Procurement of Water, Electricity, Telecommunications and Internet Service Providers” with the following relevant provisions among others:

- Item 3.3.1 – Existing Internet Service Provides (ISP)
ISPs provide the initial infrastructure requirements (e.g. cabling) necessary in the provision of internet access. Changing ISPs every year may therefore prove to be more costly to government as every new ISP would have to charge the procuring entity for this initial investment. Further, changing ISPs entails interruption of internet access and, this, any public service dependent on such access. Thus:
- 3.3.1.2 – At the end of each year, however, the procuring entity must assess the quality of service provided by its ISP. For instance, it must compare the cost charged by said ISP and the range to service it offers as against other service providers in the area. It may also consider new technologies that may prove less costly or those that are more advantageous to the government in terms of use, capacity, and services offered, e.g. bandwidth, speed, platform, additional services, such as, but not limited to cloud computing, cloud storage, etc.
- 3.3.1.3 – If the results or said assessment or cost-benefit analysis, conducted by the end-user, continue to favor the existing ISP, then the Head of the Procuring Entity may simply renew its services. If it does not, then the Head of Procuring Entity should bid said services in accordance with subsection 3.3.3 of these guidelines. For efficiency and economy, during the effectivity of the contract, or upon its renewal, the PE may consider the expansion or reduction of the services provided by the existing service provider subject to the need of the PE and the best way by which such need may be addressed and satisfied, subject to existing budgeting, accounting and auditing rules.

WHEREAS, based on the submitted Assessment Report on the Internet Service Subscription, Supplier offered the lowest bid price and provided satisfactory service to the PE. Hence, renewal of its contract remains most advantageous to PE;

WHEREAS, on August 18, 2022. The Bids and Awards Committee recommended to the Head of the Procuring Entity the awards to the Supplier to which the latter agreed.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agreed as follows:

SECTION 1
RESPONSIBILITIES OF THE SUPPLIER

Supplier shall perform the following;

1. To secure and maintain at its own expense all registration, license or permits required by the National or Local Laws and shall comply with the rules, regulation, and directives of Regulatory Authorities and commission.
2. To provide 24/7 technical support which can be delivered in any form like telephone call, text message, chat message, electronic email, online and/or on-site support.
3. To resolve every problem within three (3) hours after it was reported. The condition of reported problem resolved by the Supplier must satisfy the procuring entity.
4. To provide back-up plan in case a downtime to the main line of internet occurs.
5. Provide a Network Operations Center Service to monitor the network and facilitate customer support which is operational for 24 hours a day, 7 days a week;
6. Provide the requested Internet Services with the following Technical Specification:
 - a. 200 mbps dedicated fiber optic line connection
 - b. 98% 24/7 uptime
 - c. Back up fiber line
 - d. 8 public IP address
 - e. 24/7 Internet Monitoring and Feed backing to the Procuring Entity
7. To outline the procedures for addressing technical support;
8. To undertake reliability of the service with competent/qualified and dedicated manpower to do the service as stated in the technical specification and the contract. It shall employ courteous and honest employees with proper identification card while working within the premises.
9. To provide a standard by which Supplier's commitment to service availability level can be measured in terms of maintenance, fault reporting procedure and restoration of work of the Service provided by it;
10. To provide the Procuring Entity with a monthly statement of account.
11. In the event of outage, provide information during the event and reporting after the event;
12. Maintain the confidentiality of the information and data that will come to their end by reason of this is contract;
13. Exercise at least the same degree of care that it uses to protect its own data and confidential information from misuse and unauthorized access or disclosure;
14. Use appropriate safeguard to protect the embedded data and generated data from misuse and unauthorized access or disclosure including: (a) Maintaining adequate physical controls and passwords; (b) ensuring that data is not stored on any mobile or transmitted electronically unless encrypted; and (c) taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this agreement;
15. Not to attempt to identify any person whose information is contained in

any data or attempt to contact those persons;

16. Promptly report to the Procuring Entity any unauthorized use or disclosure of data within 24 hours from knowledge of the unauthorized use or disclosure;
17. Cooperate with any remediation that the Procuring Entity in its discretion may determine necessary to address any applicable reporting requirement and mitigate the effect of such unauthorized use or disclosure of data including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities and the public;
18. Not copy, decompile, modify, reverse engineer, or create derivative works out of any of the data;
19. Not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis in any manner that would reveal the identity of individuals;
20. Not release the individual addresses, nor will the recipient present the results of the data analysis in any manner that would reveal individual addresses;
21. Not release any data from the system without consent of the Procuring Entity;
22. Not share, publish or otherwise release any findings or conclusions derived from analysis of data obtained from the system without prior approval of the Procuring Entity;
23. Return data and any other property, information and documents including confidential information provided by the Procuring Entity;
24. Destroy all copies it made from the data and all other property information and documents including confidential information; and
25. Do such other acts to accomplish the responsibilities in this agreement.

SECTION 2 RIGHTS OF THE SUPPLIER

Supplier shall have the right to suspend the Network Service or any portion thereof, in case of unsettled monthly dues which will accumulate to two (2) months.

Upon such suspension, the service shall be deemed suspended and Procuring Entity shall be liable for all charges and fees incurred up to and including the date of such suspension.

SECTION 3 RESPONSIBILITIES OF THE PROCURING ENTITY

Procuring Entity shall perform the following:

1. Provide proper grounding facilities, power supply, UPS and proper grounding facilities;
 2. Exercise due diligence in maintaining the internal wiring and sockets, including cleanliness and protection from pests and insects;
 3. Allow designated employees and representatives of the Supplier to access the premises for purpose of conducting survey, installation, inspection, and
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maintenance or repair activities, when required.

4. Collaborate with the requirements for Planned Outages and Work that could potentially disrupt the services provided in Section 1;
5. Assign a point person who will be the official contact person of the Supplier.

SECTION 4 RIGHTS OF THE PROCURING ENTITY

Procuring Entity may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Procuring Entity may also impose liquidated damages in accordance with Section 68 of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Such other rights provided by law may be exercised by the Procuring Entity.

SECTION 5 ACTIVATION OF SERVICE

Supplier shall cause the installation of equipment and facilities of the Service within a period of five (5) days upon submission of DepEd Region IV-A Calabarzon of other documents as may be required by the Contractor.

SECTION 6 ASSIGNMENT

The Contractor shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

SECTION 7 TERMS OF CONTRACT

This Contract shall be in effect for a period of one (1) year beginning September 1, 2022 to September 1, 2023 unless sooner terminated by the parties in accordance with Annex "I" of 2016 Implementing Rules and Regulations of Republic Act 9184.

Besides the ground stipulated in Annex "I", this contract may be terminated due to network availability of 90% for three (3) consecutive months.

At least one month before the end of this contract, Procuring Entity shall assess the performance of the Supplier in accordance with the *Guidelines of Water, Electricity, Telecommunications and Internet Service Providers*. The contract shall be renewed if the results of said assessment or cost-benefit analysis continue to favor the existing ISP.

SECTION 8 OTHER TERMS OF CONTRACT

That in the event of an interruption in the Internet Service, the Procuring Entity will not be charged for the total number of hours the service was not used. The computation and the corresponding deduction shall be reflected in the Monthly Billing Statement of the Procuring Entity.

SECTION 9 VENUE OF ACTIONS

Actions arising from this contract shall be filed exclusively in Taytay, Rizal.

**SECTION 10
ATTESTATION**

The signatory of this contract is duly authorized by the Board and/or its Management to sign for and its behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.

**Department of Education
Region IV-A CALABARZON**

First Party

As represented by:



ATTY. ALBERTO T. ESCOBARTE, CESO II
Assistant Secretary
Officer-In-Charge, Office of the
Regional Director

**EAST MANILA CABLE
NETWORK, INC.**

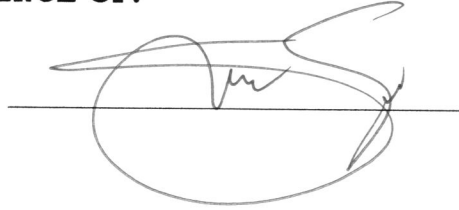
Supplier

As represented by:



ENGR. OWEN PESEBRE
Officer-In-Charge

SIGNED IN THE PRESENCE OF:



Republic of the Philippines
_____ S.S.
CORTES

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of _____, this
_____, personally appeared:

Name	SEP 08 2022	Identification No.	Expiration Date
Atty. Alberto T. Escobarte		4529876	
Engr. Owen Pesebre		D16-00-235339 - Driv.Lic	05/05/2024

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of seven (7) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Notary Public

Doc. No. 257;
Page No. 46;
Book No. LXVI;
Series of 2022.

ATTY. RYAN C. CORTEZ
Notary Public for Q.C. Until Dec. 31, 2023
Roll No. 72112
PTR No. 2564877, Jan. 27, 2022/Q.C.
IBP No. 178355, Feb. 15, 2022
MCLE COMP. No. VI-0030668
Adm. Matter No. NP-071 (2021-2022)
Unit 102-GF, One Exec. Bldg. Cond. West Ave. Q.C.
TIN No. 448-218-131-000