



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

CONTRACT OF INTERNET SERVICES

KNOW ALL MEN BY THESE PRESENTS:

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-

PHILIPPINE TELEGRAPH AND TELEPHONE CORPORATION. is corporation duly organized under and by law. It is represented in this contract by its Senior Account Manager, **AMELIA A. JANER**, with office address at SCC Bldg. 106 Carlos Palanca St., Legaspi Village, Makati City hereinafter referred to as the **SUPPLIER**.

WHEREAS, Procuring Entity has undertaken the procurement of **"INTERNET SERVICE PROVIDER (BACK UP PLAN)" on November 26, 2022 to November 26, 2023;**

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED PESOS ONLY (Php483,300.00);**

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPs), on November 10, 2022, office website and conspicuous bulletin board in the premises of this Office starting on November 9, 2022 to November 14, 2022;

WHEREAS, RFQs were sent to five (5) prospective suppliers namely:

1. PT and T Co.;

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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



2. Radius Telecoms;
3. Black Fiber;
4. Converge ICT Solution; and
5. Nexlogic Telecommunication Networks Inc.

WHEREAS, two (2) Suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
Philippine Telegraph and Telephone Corp.	Php449,000.00
Nexlogic Telecommunication Networks Inc.	Php450,000.00

WHEREAS, after review and deliberation on the proposal, **PHILIPPINE TELEGRAPH AND TELEPHONE CORPORATION** complied with the requirements and declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, on November 15, 2022, the Bids and Awards Committee recommended to the Head of the Procuring Entity the award to **PHILIPPINE TELEGRAPH AND TELEPHONE CORPORATION** was found to have complied with the requirements and declared as the Lowest and Calculated and Responsive Bid (LCRB);

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 provide Internet Service Provider for Back-up plan (Inclusion of transfer and installation of Anthena from Old building to the New building)
 - a. Bandwidth 50 MPBS at Php35,000.00 for 12 months
 - b. One Time Charge (Php29,000.00)
2. To provide back-up plan in case a downtime to the main line of internet occurs.
3. 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.
4. 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.
5. 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.
6. 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.
7. To outline the procedures for addressing technical support.
8. 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;

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9. To provide the Procuring Entity with a monthly statement of account.
10. In the event of outage, provide information during the event and reporting after the event;
11. Maintain the confidentiality of the information and data that will come to their end by reason of this is contract;
12. 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;
13. 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;
14. Not to attempt to identify any person whose information is contained in any data or attempt to contact those persons;
15. Promptly report to the Procuring Entity any unauthorized use or disclosure of data within 24 hours from knowledge of the unauthorized use or disclosure;
16. 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;
17. Not copy, decompile, modify, reverse engineer, or create derivative works out of any of the data;
18. 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;
19. Not release the individual addresses, nor will the recipient present the results of the data analysis in any manner that would reveal individual addresses;
20. Not release any data from the system without consent of the Procuring Entity;
21. 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;
22. Return data and any other property, information and documents including confidential information provided by the Procuring Entity;
23. Destroy all copies it made from the data and all other property information and documents including confidential information; and
24. 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 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 November 26, 2022 to November 26, 2023 unless sooner terminated by the parties in accordance with Annex "I" of 2016 Implementing Rules and Regulations of Republic Act 9184.

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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

The parties shall make every effort to resolve amicable and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal only.

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
Regional Director *(initials)*

**Philippine and Telegraph
and Telephone Corp.**

Supplier

As represented by:


AMELIA A. JANER
Senior Account Manager

SIGNED IN THE PRESENCE OF:

REY M. VALENZUELA
ITO 1, ICT Unit

Republic of the Philippines
Makati City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Makati City, this DEC 15 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	_____	_____
<u>Amelia A. Janer</u>	_____	_____


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 six (6) 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. 113...;
 Page No. 24...;
 Book No. 1...;
 Series of 2022. (DW)


ATTY. GILA ROSE A. DESUMBIS-DE GUZMAN
 Notary Public for Makati City
 Appointment No. M-267 (2022-2023)
 Until December 31, 2023
 Roll No. 2022/6-14-2022
 IBP No. 2482 (2020-2022) Pasig City
 PTR No. 9493252/6-27-22/Makati City
 MCLE Exempted, pursuant to
 MCLE Governing Board Order No., s. 2008