



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



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this OCT 26 2023, 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 **CLIENT**.

-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 Block 1 Lot 20 Everlasting Street, Greenland Executive Village, Brgy. San Juan, Cainta, Rizal hereinafter referred to as the **SUPPLIER**.

WHEREAS, DepEd Regional Office IV-A CALABARZON, requisitioned for the renewal of contract for the **“SUBSCRIPTION OF INTERNET SERVICE PROVIDER (250 MBPS) FOR FOUR (4) MONTHS AT THE REGIONAL OFFICE IV-A CALABARZON”** from September 1, 2023 to December 31, 2023;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED EIGHTY THOUSAND PESOS ONLY (Php280,000.00)**;

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 method 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, the end-user conducted a market survey/cost-benefit analysis to determine available providers for said project. Some of the prospective bidders submitted their quotations;

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

Internet Service Provider	MBPS	Public IP	One-Time Charge	Monthly (VAT Exclusive)
East Manila Cable Network Inc.	250 mbps	8	0	65,000.00
PT and T	250 mbps	30	15,000.00	105,000.00



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@depd.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

Nexlogic	250 mbps	6	25,000.00	105,000.00
Globe	No response to the email			
PLDT	No response to the email			

WHEREAS, based on the quotation submitted, the end-user recommends to new the contract of **EAST MANILA CABLE NETWORK, INC.** considering that its offer is more efficient and economical to the government for the following reasons:

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1. *The quotation of **EAST MANILA CABLE NETWORK, INC.** is the lowest calculated bid;*
2. *Renewing the contract with **EAST MANILA CABLE NETWORK, INC.** will not require internet downtime due to installation, set up, and IP address propagation to broadcast the new IP address;*
3. ***EAST MANILA CABLE NETWORK, INC.** will not charge a one-time payment for the installation.*

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WHEREAS, the Procuring Entity has upgraded its subscription from 200 mbps to 250 mbps to meet the growing demand for online services and digitalization. Also, it allows for faster and more reliable data transmission, facilitating the expansion and improvement of digital infrastructure and experiences.

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 Providers (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 of 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 of 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 the 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 report on the Internet Service subscription, **EAST MANILA CABLE NETWORK, INC.** offered the Lowest Calculated and Responsive

Bid (LCRB) and provided satisfactory service to the Procuring Entity. Hence, renewal of its contract remains most advantageous to Procuring Entity;

WHEREAS, on August 25, 2023, the BAC recommended to the Regional Director as the Head of the Procuring Entity the award of contract to **EAST MANILA CABLE NETWORK, INC** for the **SUBSCRIPTION OF INTERNET SERVICE PROVIDER (250 MBPS)** for **Four (4) months** at the **Regional Office IV-A CALABARZON** from September 1, 2023 to December 31, 2023, in the amount of **TWO HUNDRED SIXTY THOUSAND PESOS ONLY (Php260,000.00)**.

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

Section 1 RESPONSIBILITIES OF THE SUPPLIER

The 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, regulations, 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 **Client**.
4. To provide back-up plan in case a downtime to the main line of internet occurs.
5. To 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. To provide the requested Internet Services with the following Technical Specification:
 - a. 250 mbps dedicated Fiber Optic Line
 - b. Minimum of 6 public IP address
 - c. Technical support 24/7 via online and onsite
 - d. Minimum of 8 Public Internet Protocol (IP)
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 **Client** with a monthly statement of account.
11. In the event of outage, provide information during the event and reporting after the event.
12. To maintain the confidentiality of the information and data that will come to their end by reason of this is contract.
13. To 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. To 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 **Client** 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 **Client** 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 the consent of the **Client**.
- 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 **Client**.
- 23. Return data and any other property, information and documents including confidential information provided by the **Client**.
- 24. Destroy all copies it made from the data and all other property information and documents including confidential information.
- 25. Do such other acts to accomplish the responsibilities in this agreement.

Section 2 RIGHTS OF THE SUPPLIER

The **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 **Client** shall be liable for all charges and fees incurred up to and including the date of such suspension.

Section 3 RESPONSIBILITIES OF THE CLIENT

The **Client** 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 the 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 CLIENT

The **Client** 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.

The **Client** 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 **Client**.

Section 5 ACTIVATION OF SERVICE

The **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

Any party 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.

Section 8 OTHER TERMS OF CONTRACT

That in the event of an interruption in the Internet Service, the **Client** 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 **Client**.

Section 9 VENUE OF ACTION

The parties shall make every effort to resolve amicably 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.

Section 10 ATTESTATION

The **Supplier** attests that its signatory is duly authorized by its Board and/or its management to sign for and in its behalf.

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

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

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**East Manila Cable
Network, Inc.**

ENGR. OWEN PESEBRE
Officer-In-Charge

SIGNED IN THE PRESENCE OF:

REY M. VALENZUELA
ITO, ICT Unit

Republic of the Philippines

S.S.

ACKNOWLEDGMENT

OCT 26 2023 BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this
_____, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	_____
Engr. Owen Pesebre	Driver's Lic. D16-00-235339	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 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.

Doc. No. 1791;
Page No. 6;
Book No. 1791;
Series of 2023.

Notary Public
ATTY. ELISEO S. VALMA, JR.
Notary Public for Q.C. / Until Dec. 31, 2024
Roll No. 30183
PTR No. 4007172D/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kamagong St., Sabamanai Vill. East Fairview Q.C.
TIN: 188-541-197-000