



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



Legal-CO01-2024-31

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this FEB 07 2024 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 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 **"INTERNET SERVICE FOR DEPED REGION IV-A CALABARZON"** from February 1, 2024 to December 31, 2024;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED THOUSAND EIGHT HUNDRED PESOS ONLY (Php800,800.00)**;

**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 Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on January 2, 2024, in the Office Website and conspicuous bulletin board in the premises of this Office on January 2, 2024 to January 8, 2024.

**WHEREAS**, RFQs were sent to at least three (3) prospective suppliers namely:

1. Globe;
2. PT&T;
3. East Manila Cable Network, Inc.; and
4. Nexlogic Telecommunications Network Inc.



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



Certificate No. PHP QMS  
22 93 0085



**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	Monthly (VAT Exclusive)
East Manila Cable Network Inc.	PhP544,500.00
Converge Information and Communications Technology Solutions, Inc.	PhP550,000.00

**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 quotations on Internet Service for DepEd Region IV-A CALABARZON, **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 January 9, 2024, 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 **INTERNET SERVICE FOR DEPED REGION IV-A CALABARZON** from February 1, 2024 to December 31, 2024, in the amount of **FIVE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED PESOS ONLY (PhP544,500.00)**.

**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 provide 24/7 internet services to DepEd Region IV-A CALABARZON, Cainta, Rizal from February 1 2024 to December 31, 2024.
2. 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.
3. 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.
4. 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**.
5. To provide back-up plan in case a downtime to the main line of internet occurs.
6. 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.
7. 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. **Payment is inclusive of VAT and a one-time charge**
8. To outline the procedures for addressing technical support.
9. 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.
10. 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.
11. To provide the **Procuring Entity** with a monthly statement of account.
12. In the event of outage, provide information during the event and reporting after the event.
13. To maintain the confidentiality of the information and data that will come to the knowledge of the **Supplier** by reason of this contract.
14. 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.
15. 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.
16. Not to attempt to identify any person whose information is contained in any data or attempt to contact those persons.
17. Promptly report to the **Procuring Entity** any unauthorized use or disclosure of data within 24 hours from knowledge of the unauthorized use or disclosure.
18. 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.
19. Not copy, decompile, modify, reverse engineer, or create derivative works out of any of the data.



20. 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.
21. Not release the individual addresses, nor will the recipient present the results of the data analysis in any manner that would reveal individual addresses.
22. Not release any data from the system without the consent of the **Procuring Entity**.
23. 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**.
24. Return data and any other property, information and documents including confidential information provided by the **Procuring Entity**.
25. Destroy all copies it made from the data and all other property information and documents including confidential information.
26. Maintain 98% uptime rate monthly.
27. 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 **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

The **Procuring Entity** shall perform the following:

1. Provide proper grounding facilities such as but not limited to power supply, UPS.
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**.
6. Pay the **Supplier** the amount of **FIVE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED PESOS ONLY (Php544,500.00)** for the services from February 2024 to December 2024.

## Section 4 RIGHTS OF THE PROCURING ENTITY

The **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.

The **Procuring Entity**, may notify the **Supplier** of any observed and documented poor or lack of services. When the incident occurred three times and or more and the **Supplier** failed to address or fixed the findings within one month, the **Procuring Entity** may terminate the contract following the procedure laid down under Annex "I" of the 2016 Revised IRR of RA 9184.

More, should the **Supplier** failed to maintain 98% uptime for three consecutive months, the **Procuring Entity** may terminate the contract.

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

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

## **Section 5 ACTIVATION OF SERVICE**

The **Supplier** shall cause the installation of equipment and facilities needed to provide the services within a period of five (5) days upon submission by the **Procuring Entity** of documents needed by the **Supplier**.

## **Section 6 ASSIGNMENT**

The **Supplier** 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 eleven (11) months beginning February 1, 2024 to December 31, 2024 unless sooner terminated by the parties in accordance with Annex "I" of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184.

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 **Procuring Entity**.

## **Section 8 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 9 CAPACITY AND AUTHORIZATION**

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

## **Section 10 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**.




**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of **FEB 07 2024** at **PASIG CITY**, Philippines.


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

**East Manila Cable  
Network, Inc.**

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

  
**ENGR. OWEN PESEBRE**  
Officer-In-Charge

**SIGNED IN THE PRESENCE OF:**

  
**REY M. VALENZUELA**  
ITO, ICT Unit

Republic of the Philippines  
**PASIG CITY**  
S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of **PASIG CITY**, this **FEB 07 2024**, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Engr. Owen Pesebre</u>	<u>TIN. 234-579-118-000</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.

Doc. No. 415;  
Page No. 64;  
Book No. X...;  
Series of 2024.

  
**ATTY. NEIL TANLANGIT ALBOPERA**  
NOTARY PUBLIC  
until December 31, 2024  
Pasig City and in the Municipality  
of Pateros, Metro Manila  
PTR No. 1357680/Pasig City/01-02-2024  
IBP No. 325487; 12/06/2023 (MD for 2024)  
Admitted to the Philippine Bar on 04/12/2022  
Roll of Attorney No. 76228  
TIN No. 242-007-260-000  
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City  
Appointment No. 58 (2024-2025)  
Cellphone No. 09776344229