



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 JAN 22 2026, 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, CESO II**. 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 **PROCUREMENT OF INTERNET SERVICE PROVIDER FOR REGIONAL OFFICE** from **FEBRUARY 1, 2026 to DECEMBER 31, 2026**.

WHEREAS, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED FOURTEEN THOUSAND PESOS (Php814,000.00)**.

WHEREAS, the end-user conducted a market survey/cost-benefit analysis 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 Provider	MBPS	Public IP	One-Time Charge	One Year Cost (VAT Exclusive)
Nexlogic	300 mbps	6	20,000.00	660,000.00
East Manila Cable Network Inc.	350 mbps	8	0	888,000.00
Converge ICT	Up to 300 Mbps	1		216,000.00

WHEREAS, the continued partnership with **EAST MANILA CABLE NETWORK, INC.** has ensured stable and reliable internet connectivity for the regional office and their prompt communication in case any internet-related issues, informing the End-user of disruptions and providing updates on resolution, has greatly supported the smooth delivery of the regional programs and services.

WHEREAS, based on the quotation submitted, the end-user recommends to renew 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 submitted by **EAST MANILA CABLE NETWORK, INC.** offers the lowest price among the dedicated internet service providers evaluated;*
2. *Renewal of the contract with **EAST MANILA CABLE NETWORK, INC.** will not result in internet downtime, as it will not require new installation, system setup, or IP address propagation to broadcast the new IP address;*
3. *The performance rating of **EAST MANILA CABLE NETWORK, INC.**, as reflected in the attached document is 3.19, indicating that the provider meets the expectations of this office;*
4. **EAST MANILA CABLE NETWORK, INC.** does not require a one-time payment installation fee.
5. **NEXLOGIC** only offers a 300 Mbps internet service.
6. **CONVERGE** only offers an SME service that is applicable to household use, with non-peak-to-peak and peak-to-peak hour limitations. This does not meet the office requirement, as a dedicated fiber line is necessary.

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WHEREAS, the Procuring Entity has upgraded its subscription from 300 mbps to 350 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, 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 January 16, 2026, 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, 2026 to December 31, 2026, in the amount of **EIGHT HUNDRED FOURTEEN THOUSAND PESOS (Php814,000.00)**.

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 provide 24/7 internet services to DepEd Region IV-A CALABARZON, Cainta, Rizal from February 1, 2026 to December 31, 2026.
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. **350 Mbps Premium Internet**
 - b. **Minimum of 8 public IP Address**
 - c. **Technical support 24/7 via online and onsite**
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 cards 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 safeguards 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 **EIGHT HUNDRED FOURTEEN THOUSAND PESOS (Php814,000.00)** for the services from February 2025 to December 2025.

Section 4 **RIGHTS OF THE PROCURING ENTITY**

The **Procuring Entity** may terminate this Contract based on the grounds provided and after compliance in accordance with the Implementing Rules and Regulations of Republic Act 12009.

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 the Implementing Rules and Regulations of RA 12009.

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 the Implementing Rules and Regulations of Republic Act 12009 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, 2026 to December 31, 2026 unless sooner terminated by the parties in accordance with the Revised Implementing Rules and Regulations of Republic Act 12009.

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 ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAUSE

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as Alternative Dispute Resolution Act of 2004. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

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 _____, 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.
PASIG CITY

MONICA P. DELA CRUZ

ACKNOWLEDGMENT

PASIG CITY

BEFORE ME, a Notary Public for and in the City of _____, this
JAN 22 2026, 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>	_____	_____

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. 405,
Page No. 79,
Book No. 8,
Series of 2026.

ATTY. GERALD TRISTAN D. VILLAROMAN

NOTARY PUBLIC

For Pasig City and Pateros

Appointment No. 040-2026-2027

Attorney's Roll No. 65827

IBP Membership No. 501726 for the year 2026

PTR NO. 3841791, 01-03-2026, Pasig City

MGLE Compliance No. VIII-00027180, valid until April 14 2028