

**CONTRACT FOR THE PROCUREMENT OF  
INTERNET CONNECTION SERVICE – SECONDARY INTERNET SERVICE  
PROVIDER (ISP) FOR FY 2022**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement, made and executed on this FEB 08 2022 day of February 2022 at Quezon City of Manila  
City, Philippines, by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, a government agency, created and organized under Republic Act No. 7722, with principal office address at HEDC Building, C.P. Garcia Avenue, U.P. Diliman Campus, Diliman, Quezon City, represented herein by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as **CHED**;

-and-

**PHILIPPINE GLOBAL COMMUNICATIONS, INC. (PHILCOM)**, a corporation duly organized and existing under Philippine Laws, with principal office at 8755 Philcom Bldg., Paseo de Roxas, Makati City, metro manila, Philippines, represented herein by its duly authorized Head, SM Facing Units, **MS. KRISTINE D. GAMBOA**, and hereinafter referred to as **(PHILCOM)**.

**WITNESSETH:**

**WHEREAS**, CHED has requirements for Secondary Internet Service Provider (ISP) in support to its Primary ISP, provided by the Department of Information and Communications Technology, specifically at least 200 Mbps for 12 months for its office;

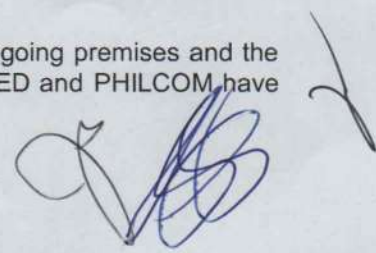
**WHEREAS**, the Bids and Awards Committee conducted Early Procurement Activity for the same with One Million Two Hundred Twenty-One Thousand Pesos (Php1,221,000.00) as the Approved Budget for the Contract (ABC for the Procurement of Secondary Internet Service Provider for CHED Central Office for FY 2022);

**WHEREAS**, the Commission on Higher Education advertised the Invitation to Bid (ITB) for the conduct of public bidding for the Procurement of Secondary Internet Service Provider for CHED Central Office for FY 2022 posted on 9 December 2021 at the websites of PhilGEPS ([www.philgeps.net](http://www.philgeps.net)) with Reference No. 8282268 and CHED ([ched.gov.ph](http://ched.gov.ph));

**WHEREAS**, in response to said advertisement, seven (7) prospective bidders browsed the opportunity as per Document Request List at the website of the PhilGEPS;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) under BAC Resolution No. 2022-001, dated 12 January 2022 recommended the award of the contract to PHILIPPINE GLOBAL COMMUNICATIONS, INC. (PHILCOM) as the Lowest Calculated and Responsive Bid (LCRB), which was approved by the Commission en Banc through Resolution no. 027-2022, dated 18 January 2022.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and terms herein contained, CHED and PHILCOM have agreed as they do hereby agree in this contract as follows:





**I. RELATED DOCUMENTS**

The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

- a. the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation; the Schedule of Requirements;
- b. the Technical Specifications;
- c. the General and Special Conditions of the Contract;
- d. Schedule of Requirements and Technical Specifications
- e. Terms of Reference (TOR)
- f. the Performance Security
- g. the Entity's Notice of Award.
- h. Copy of BAC Resolution No. 2022-001, declaring PHILCOM as the winning bidder citing the justification as provided for in R.A. No. 9184 and its Revised IRR; and
- i. the CEB Resolution approving the recommendation of the BAC in engaging the services of PHILCOM.
- j. Other contract documents that may be required by existing laws and/or the Procuring Entity.

**II. SCOPE OF WORK**

PHILCOM shall provide Dedicated Internet Access (DIA) Service Subscription with the following specifications:

- a. At least 200 Mbps Dedicated Commodity Internet Connection Service without data cap
- b. Fiber Optic Connection
- c. Includes media converter that will convert the last mile facility using Fiber to Ethernet or Fast Ethernet that will interconnect to CHED's Local Area Network (LAN)

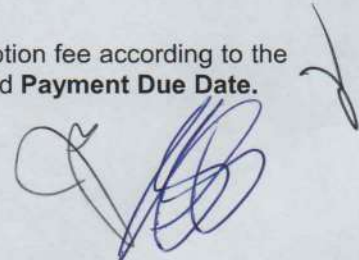
**III. RESPONSIBILITIES OF PHILCOM:**

The PHILCOM shall:

- a. Provide 24/7 technical support to CHED in connection with the DIA service;
- b. Provide CHED with access to bandwidth monitoring system to ensure compliance with the agreed specifications of this Contract;
- c. Provide the DIA service within thirty (30) calendar days upon receipt of the Notice to Proceed from CHED;
- d. Post a performance security bond prior to the signing of the contract.

**IV. RESPONSIBILITIES OF CHED**

The CHED shall pay the PHILCOM the monthly subscription fee according to the conditions stipulated in the **Contract Term and Price and Payment Due Date.**



**V. CONTRACT TERM.**

This Contract shall commence from the date that the service is fully installed and delivered to CHED, and evaluated and duly accepted by CHED, until 31 December 2022.

A certification of full installation and delivery should be submitted by PHILCOM for acceptance of CHED.

Prior to acceptance, the System Integration Unit shall, within seven (7) working days from the receipt of the Acceptance Form (deliverables), evaluate the deliverables (service), whether they conform with the provisions of this Contract. The CHED shall confirm the acceptance through an Acceptance Form to be provided by PHILCOM. The date of acceptance shall be deemed the starting date until 31 December 2022.

**VI. CONTRACT PRICE.**

In consideration of the Internet service connection to be provided by PHILCOM, the monthly rate for this Contract is Php 48,000.00 inclusive of all applicable government taxes and charge, details of which are as follows:

Monthly rate for Internet Service Connection	Php 48,000.00
Internet Service Connection for 12 months – subject to full installation and delivery	Php 576,000.00
One-time connection fee	WAIVED
Net Contract Amount	Php 576,000.00

**VII. PAYMENT DUE DATE**

PHILCOM shall submit its billing statement within the first week of the month following the period covered by the billing statement or invoice. If CHED fails to pay the monthly recurring charges within 90 days upon receipt of the invoice, CHED shall pay interest on the unpaid amount at the rate of three percent (3%) per month until the same is fully paid, provided that the bills are received on time.

In case of contested bills, the amount due shall be settled within the mentioned period with corresponding adjustments, if any, to be affected on the current bill.

Nonpayment of accounts due may cause suspension or temporary disconnection of service. On the other hand, restoration of service shall likewise be done within 24 hours from the receipt of the total amount due to PHILCOM.

For the occurrence of faults, PHILCOM shall grant the customer rebates in the payment of its monthly recurring charges. Details of this policy are attached as Annex "A".





**VIII. PERFORMANCE SECURITY**

PHILCOM shall post in favor of the CHED a Performance Bond in accordance with the Award of Contract to guarantee the faithful compliance of the former's obligation under this Contract

**IX. VIOLATION AND TERMINATION OF THE AGREEMENT**

In case of violation of any terms and conditions contained herein will be ground for the offended party to terminate the contract even before the end of its terms by giving a written notice to the other party. The termination will take effect (30) days after the receipt of the written notice. Whatever services already rendered by PHILCOM up to date of effectivity of the termination will paid on the basis of quantum merit.

Should the CHED opt to pre-terminate the Service before the end of the Minimum Subscription Period (MSP) for any reason other than for a material breach by PHILCOM of this agreement, which breach has not been cured and for which PHILCOM has not taken any effort to remedy, CHED shall pay PHILCOM the monthly charges for the remaining in the MSP.

**X. WAIVER**

The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.

**XI. CONFIDENTIALITY AND NON-DISCLOSURE**

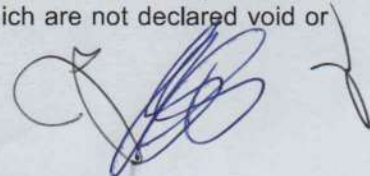
Any confidential data or information which PHILCOM, may have known or have had access to by virtue of his engagement under this Contract should not be revealed or discussed with any other personnel or person outside CHED or without prior approval from CHED. CHED reserves its right of recourse, including the termination of this Contract and the filing/undertaking of the necessary legal actions, against PHILCOM in the event of violation of this provision.

**XII. VENUE**

The parties submit to the exclusive jurisdiction of the proper courts of Quezon City.

**XIII. SEPARABILITY CLAUSE**

If any provision of this Contract is rendered or declared void or illegal by reason of any existing or subsequently enacted legislation or final decree of any court, PHILCOM and the CHED shall promptly negotiate for substitute provisions, provided that all other provisions of this Contract which are not declared void or illegal shall remain in full force and effect.



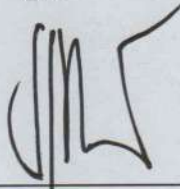
IN WITNESS WHEREOF, the parties hereto through their authorized officials have affixed their respective signatures on the date and place above written.

COMMISSION ON HIGHER  
EDUCATION (CHED)

PHILIPPINE GLOBAL  
COMMUNICATIONS, INC. (PHILCOM)

BY:

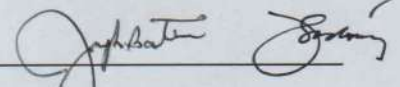
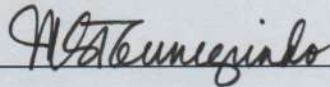
BY:



J. PROSPERO E. DE VERA III, DPA  
Chairperson

KRISTINE D. GAMBOA  
Head, SM Facing Units

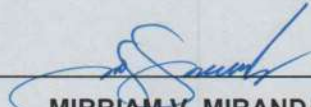
SIGNED IN THE PRESENCE OF WITNESSES:



MARY SYLVETTE T. GUNIGUNDO, PhD  
OIC, Office of the Director IV  
Office of Planning, Research, and  
Knowledge Management

JOSEPH D. BAUTISTA  
Senior Manager, Technical Services

CERTIFIED FUNDS AVAILABLE:

  
MIRIAM V. MIRANDA  
Chief Accountant  
AFMS, CHED

2022-02-00226

₱ 576,000

2/2/22

ACKNOWLEDGMENT



REPUBLIC OF THE PHILIPPINES ) METRO  
MANILA ) S.S.

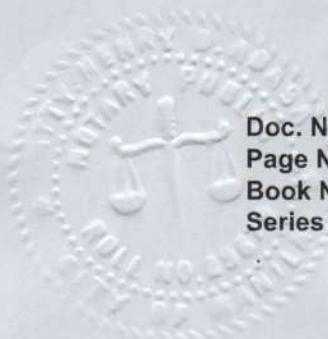
BEFORE ME, a Notary Public in and for City of Manila City, Metro Manila, Philippines,  
this FEB 08 2022 th day of 2022, personally appeared the following:

NAME	GOVERNMENT ISSUED I.D	DATE/PLACE ISSUED
J. PROSPERO E. DE VERA III	CHED ID	03-14-2019 / Quezon City
KRISTINE D. GAMBOA		

**KNOWN TO ME** and to me known to be the same persons who executed the foregoing Contract, and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the corporations they respectively represent.


This instrument relates to Internet Connection Service Contract and consists of \_\_\_\_\_ ( ) pages including the page whereon the acknowledgment is written.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature and notarial seal on the date and place first herein above written.



Doc. No. 67  
Page No. 15  
Book No. XIV  
Series of 702

NOTARY PUBLIC

  
**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC, CITY OF MANILA  
NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila  
IB# NO. 178598 01/03/2022, PASIG  
PTR NO. 0060197 01/05/2021 MLA  
ROLL NO. 29679, TIN: 172-528-620  
MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025  
URBAN DECA HOMES MANTLA, B-2, UNIT 355, TOROYO, MANILA  
UNDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

