

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Service Contract (the "Contract") is made and entered in the City of Pasig, Metro Manila, by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Pasig City Hall, Caruncho Avenue, Pasig City, herein represented by **HON. VICTOR MA REGIS N. SOTTO**, in his capacity as City Mayor;

- and -

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 99 Reliance Center, Barangay Ugong, Pasig City represented by **EVANGELINE E. AQUINO** (a copy of the Secretary's Certificate evidencing such authority is attached as Annex "A"), hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

WITNESSETH: THAT

WHEREAS, THE CITY OF PASIG has a requirement for **Transport Internet Connectivity for PCGH, PCCH, SCEI/SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS - Management Information System Office** under Request for Quotation No. 100-23-07-1608 (the "Services");

WHEREAS, THE CITY OF PASIG resorted to Direct Contracting pursuant to Section 50 of the Revised Implementing Rules and Regulations ("IRR") of Republic Act ("R.A.") No. 9184 and the Guidelines on the Procurement of Water, Electricity, Telecommunications and Internet Service Providers;

WHEREAS, the CONTRACTOR submitted quotation to undertake the said Services;

WHEREAS, THE CITY OF PASIG has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

ARTICLE I **SCOPE OF UNDERTAKING**

This Service Contract shall cover all the items found in the Request for

Quotation/Terms of Reference hereto attached as Annex "B"

ARTICLE II
CONTRACT PERIOD

The delivery period shall be ten (10) Calendar Days upon receipt of the Notice to Proceed. Subscription duration shall not exceed 31 December 2023, renewable subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of R.A. No. 9184. Within the period of the effectivity of the Contract, **THE CITY OF PASIG** may terminate the same, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon ten (10) days written notice to the **CONTRACTOR**.

ARTICLE III
CONTRACT AMOUNT

In consideration for the Services to be undertaken by the **CONTRACTOR** specified in Article I hereof, for the entire period stated in Article II hereof, the CITY OF PASIG shall pay **CONTRACTOR** based on the monthly billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an aggregate amount not to exceed **Six Hundred Eighty-Two Thousand Seventy-Six Pesos and 60/100 (Php 682,076.60)** subject to applicable withholding tax. The **CONTRACTOR** shall hold the **CITY OF PASIG** free from liability for any and all taxes and government fees and charges arising out of this transaction.

ARTICLE IV
CONTRACTOR'S WARRANTIES

The **CONTRACTOR** hereby warrants that:

1. The Contractor is duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and its representative/s is/are capable and have the requisite power, authority, permits, clearances, and licenses to enter into this Service Contract.
2. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets, or business condition.
3. That the Services to be rendered herein shall be as described under Article I of this Contract and the **CONTRACTOR** has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims of every nature and description that would prevent or hinder it from rendering the said Services.

4. The **CONTRACTOR** has sufficiently experienced and competent personnel able to perform the Services under this Contract. It is understood that the **CONTRACTOR** shall exercise complete and unequivocal control and supervision over its staff in the performance of their respective functions and duties.
5. The **CONTRACTOR** shall protect and exercise due care and proper handling of the properties belonging to or in the possession of **THE CITY OF PASIG** during the performance of its Services.

ARTICLE V **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Contract shall, as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the appropriate courts of the City of Pasig shall be the exclusive venue of any or all actions or suits between the **PARTIES** to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

ARTICLE VI **DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE VII **DEFAULTS**

In the event that any of the **PARTIES** fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

In the event settlement cannot be made, the **PARTIES** shall abide by the provisions of law with respect to default.

ARTICLE VIII INDEMNIFICATION

1. The CONTRACTOR hereby holds THE CITY OF PASIG, its guests, corporate affiliates, and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the CONTRACTOR and/or THE CITY OF PASIG may incur as a result of, or arising out of, the conduct and/or pursuit of the Services and to indemnify THE CITY OF PASIG, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
2. The CONTRACTOR and its personnel shall be jointly and severally liable and shall indemnify and hold THE CITY OF PASIG, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, free and harmless for any death, injury or damage to THE CITY OF PASIG and to third persons, loss, breakage, or destruction of properties, as a consequence of the CONTRACTOR's acts or omissions, willful intent or negligence, during the performance of the Services or any of its obligations under this Service Contract.

ARTICLE IX CONFIDENTIALITY

Pursuant to this Contract, **THE CITY OF PASIG** (its officers, employees, agents, and any other person working in **THE CITY OF PASIG's** behalf) may be disclosing to the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) Confidential Information such as but not limited to: business plans, development plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and confidential to

THE CITY OF PASIG (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise reflect such as Confidential Information). The **PARTIES** agree as follows with respect to treatment of the above-mentioned Confidential Information:

1. The **CONTRACTOR** shall require its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to **THE CITY OF PASIG** for unauthorized disclosures made by its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf.
2. The disclosed Confidential Information shall be used by the **CONTRACTOR** (its officers, employees, agents, and any other persons working in **THE CITY OF PASIG's** behalf) solely for the purpose of performing the Services specified in this Contract and not for any other purpose, and the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) will not disclose the Confidential Information, in whole or in part, for any other purpose.
3. Copies or reproductions of the disclosed Confidential Information shall be made only to the extent and purpose of performing the **CONTRACTOR's** Services under this Contract. Access to disclosed Confidential Information shall be limited by the **CONTRACTOR** to only those officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf who are necessary for the performance of the Services under this Contract.
4. In the event that the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) is required by law to disclose any information supplied to the **CONTRACTOR** pursuant to this Service Contract, the **CONTRACTOR** will provide **THE CITY OF PASIG** with prompt prior written notice of such requirement so that **THE CITY OF PASIG** may seek an appropriate protective order/ measure. In the event that **THE CITY OF PASIG** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.
5. All confidential Information disclosed by **THE CITY OF PASIG** to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) shall remain **THE CITY OF PASIG's** property.
6. Upon termination of this Contract, the **CONTRACTOR** shall return all tangible Confidential Information furnished by **THE CITY OF PASIG**. The **CONTRACTOR** will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information.
7. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential Information is returned to **THE CITY OF PASIG** or destroyed by the **CONTRACTOR**. Any oral Confidential Information shall not be repeated to any third party by the

CONTRACTOR (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) even after the termination of the Contract.

8. **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on **THE CITY OF PASIG's** behalf) shall not be liable to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) or to any third party for any damage or injury resulting from the **CONTRACTOR's** use of the disclosed Confidential Information.
9. The **CONTRACTOR** acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) and that **THE CITY OF PASIG** shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **THE CITY OF PASIG** for costs and expenses (including without limitation attorney's fees) incurred by **THE CITY OF PASIG** in connection with the enforcement of this Confidentiality Clause.
10. The obligations stated in this Confidentiality Clause shall also apply to Confidential Information negligently, unintentionally or inadvertently disclosed by **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) and to disclosures made by **THE CITY OF PASIG's** officers, employees, agents, and other persons ordinarily acting on **THE CITY OF PASIG's** behalf or, in breach of his/her obligation or duty to **THE CITY OF PASIG**.

ARTICLE X TAXES AND LICENSES

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under Contract shall be for the exclusive account of the **CONTRACTOR**.

ARTICLE XI NO EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between **THE CITY OF PASIG** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the Services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the work under this Service Contract shall likewise be the **CONTRACTOR's** responsibility.

The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel, and all persons allowed by it to have access to **THE CITY OF PASIG**'s premises, for any injury which may be caused to persons or property while remaining in any part of **THE CITY OF PASIG**'s premises.

The **CONTRACTOR** further binds itself to hold **THE CITY OF PASIG** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

1. In the event that facts and circumstances arise or are discovered which render this Service Contract disadvantageous to the Government, the **PARTIES** hereto agree immediately to re-negotiate its terms and conditions, or at the option of **THE CITY OF PASIG**, terminate the same.
2. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
3. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the **PARTIES** at their respective addresses as indicated in this Service Contract.
4. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Service Contract, which is/are otherwise valid and enforceable.
5. The **PARTIES** agree to abide by these terms and conditions in good faith.
6. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Service Contract. Nothing in this Service Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
7. Any right or remedy conferred by this Service Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this Service Contract or provided or permitted to the **PARTIES** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
8. This Service Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous acts, contracts, representations, warranties, and understandings of the **PARTIES**. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by all the **PARTIES** thereto.

9. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto set their hands this day of NOV 17 2023, 2023 at Pasig City.

CITY OF PASIG

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.

By:

By:


HON. VICTOR MA REGIS N. SOTTO
City Mayor


EVANGELINE E. AQUINO
Unit Head of the Enterprises and Whole Segment of the Corporation

WITNESSES:

(Printed Name and Signature)


RONALD C. CACAO
(Printed Name and Signature)

Funds Appropriated:

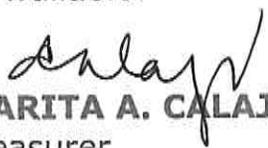
Funds Obligated:

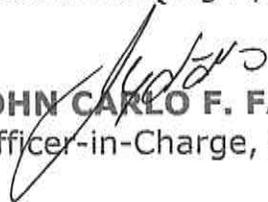

MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-08-0401-1061

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


JOHN CARLO F. FATALLO
Officer-in-Charge, MIS Office

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)

City of Pasig City) S.S.

BEFORE ME, a Notary Public for and in the Pasig City, on this day of NOV 17 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
EVANGELINE E. AQUINO	PA6-1816 ID: 1090-0045-1220	

Known to me to be the same person who executed the foregoing Contract of Lease consisting of nine (9) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 319
Page No. 65
Book No. IX
Series of 2023.

ANGELITO R. VILLARIN
Notary Public
Until December 31, 2023
Unit 405 Jade Center Building
105 Shaw Boulevard, Pasig City
PTR No. 18886693; 01/03/23; Rizal
IBP OR No. 181201; 01/3/23; Pasig
Roll No. 39624
MCLE Compliance # VII-0017644; 05/11/
TIN No. 119 197 889

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public for and in the City of Pasig on this day of DEC 04 2023, 2023, Personally appeared Hon. Victor Ma. Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of nine (9) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

WITNESS MY HAND SEAL AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 405
Page No. 81
Book No. II
Series of 2023.

GIO CARLO G. MENDOZA
Notary Public for Pasig, San Juan & Pateros
Until 31 December 2023
Appointment No. 129
PTR No. 0112750, 04 January 2023, Pasig C
IBP Lifetime No. 016515, Laguna
Roll of Attorneys No. 69172
MCLE Compliance No. VII-0023809
Page 9 of 9 | RRC No. 100-23-072508 NFL

REPUBLIC OF THE PHILIPPINES)
Pasig City) S.S.

SECRETARY'S CERTIFICATE

I, **MARIA GRACE C. DE JESUS**, of legal age, Filipino, with address at the Reliance IT Center, 99 E. Rodriguez Jr. Avenue, Bo. Ugong, Pasig City, in my capacity as the Assistant Corporate Secretary of **CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.** (the "Corporation"), a corporation incorporated under the laws of the Republic of the Philippines with principal office at New Street Bldg., Mc Arthur Highway, Balibago, Angeles City, Pampanga, after being duly sworn to and in accordance with law depose and state that:

1. At the meeting of the Board of Directors of the Corporation held on 08 December 2020, at which meeting a quorum was present and acting throughout, the following resolutions (hereinafter referred to as the "Board Resolutions") were unanimously approved and adopted:

"RESOLVED, that effective immediately, the Corporation be, as it is hereby, authorized to participate in the biddings and invitations published and/or launched by any of the various units, agencies, branches, instrumentalities and offices of the Government of the Republic of the Philippines for the supply of various internet broadband and other related services, where such biddings and invitations, and the resulting contract award, is conducted through a formal procurement process in accordance with applicable laws, *except (a)* those by way of a public-private partnership or other unsolicited Government biddings, and *(b)* where the Corporation is engaging a joint bidding partner to participate in such Government biddings or enter into such Government contracts (the "Bidding");

"RESOLVED, FURTHER, that any one of the President, the Chief Executive Officer or the Corporate Secretary of the Corporation, be hereby authorized to designate and appoint any one of the Corporation's Key Account Managers as the Corporation's duly authorized and designated representative for the Bidding, with authority to sign, deliver, receive and receipt any and all documents that are required to be submitted for purposes of the Bidding;

"RESOLVED, FURTHER, that in the event the Corporation is awarded the project subject of the Biddings, the Corporation hereby appoints and designates the following individuals in accordance with the stated levels of authorization depending on the total project/contract price, with full power and authority to execute and deliver, for and on behalf of the Corporation, any required agreements and documents, as well as perform any and all acts necessary to the best interest of the Corporation:

Total Project/ Contract Price	Authorized Signatory
Above Php50,000,000.00	the Chief Executive Officer of the Corporation
Up to Php50,000,000.00	the Chief Operations Officer of the Corporation
Up to Php5,000,000.00	the Head of Enterprise and Wholesale Segment of the Corporation
Up to Php1,000,000.00	any one of the Unit Heads of the Enterprise and Wholesale Segment of the Corporation

"RESOLVED, FURTHER, That the Corporate Secretary and/or the Assistant Corporate Secretary of the Corporation be hereby authorized and empowered to sign, execute, deliver, receive and receipt, for and on behalf of the Corporation, any and all documents and instruments required to carry out the foregoing resolution.

"RESOLVED, FINALLY, that any and all prior resolutions adopted by the Board of Directors concerning the foregoing shall be deemed superseded, revoked, amended or modified insofar as said resolutions are contrary to or in conflict with the foregoing resolution."

2. Pursuant to the authorizations granted under the Board Resolutions, the undersigned Assistant Corporate Secretary certifies that:

- a. the Corporation is duly authorized to participate in the invitation for quotation launched by the CITY GOVERNMENT OF PASIG (the "Bidding") for its requirement for 'Transport Internet Connectivity for PCGH, PCCH, SCEI/SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS - Management Information System Office - RFQ No. 100-23-07-1608' (the "Project");
- b. the Corporate Secretary has designated the Corporation's Key Account Manager, Mr. Ronald G. Cacao, to be the Corporation's duly authorized and designated representative for the Bidding, with authority to sign, deliver, receive and receipt any and all documents that are required to be submitted for purposes of the Bidding; and
- c. in that event the Corporation is awarded the Project, the Corporation shall enter into a contract with the CITY GOVERNMENT OF PASIG, and in connection therewith, any one of the following individuals is duly authorized and designated to execute and deliver, for and on behalf of the Corporation, any such required agreements and documents in connection with the awarded Project depending on the Project's contract price, as well as perform any and all acts necessary to the best interest of the Corporation:

Total Project/ Contract Price	Authorized Signatory
Up to Php50,000,000.00	Mr. Jesus C. Romero the Chief Operations Officer of the Corporation
Up to Php5,000,000.00	Mr. Patrick Paul A. Gatchalian the Head of Enterprise and Wholesale Segment of the Corporation (NCR)
Up to Php1,000,000.00	Ms. Evangeline E. Aquino Unit Head of the Enterprise and Wholesale Segment of the Corporation

3. The Board Resolutions have not been revoked, amended, nor in any manner modified, and accordingly, the same may be relied upon until written notice to the contrary is issued by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hands this NOV 06 2023 day of 2023 at Pasig City.

MARIA GRAZE C. DE JESUS
Assistant Corporate Secretary
Pasig City

SUBSCRIBED AND SWORN TO before me on NOV 06 2023 in Pasig City, Philippines, affiant who is personally known to me, exhibiting to me her Passport No. P1123912C, issued on 30 July 2022 at DFA-Manila.

Doc. No. 192 ;
Page No. 28 ;
Book No. 1x ;
Series of 2023.

ANGELITO R. VILLARIN
Notary Public
Until December 31, 2023
Unit 400 Jada Center Building
105 Shaw Boulevard, Pasig City
PTR No. 10092003; 01/02/2014; Pasig
IBP OR No. 1017001; 01/02/23; Pasig
RSM No. 23624
MSE Compliance # VR-0317644; 09/11/
TIN No. 119 187 999



UNIVERSITY OF
PASIG
CITY AND PASIG AREA

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	26 October 2023
Project Title	Transport Internet Connectivity for PCGH, PCCH, SCEI/SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS - Management Information System Office
Request for Quotation (RFQ) No.	100-23-07-1608
Approved Budget for the Contract (ABC)	Six Hundred Eighty-Two Thousand Seventy Six Pesos and 60/100 (Php 682,076.60)
Date, Time and Place of the Deadline for the submission and receipt of Quotation	Please submit the accomplished Quotation and required documents on <u>6 November 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of Negotiation	6 November 2023, 2:00 PM Meeting Room, <u>7th Floor, Pasig City Hall, San Nicolas, Pasig City</u>

Sir / Madam:

In accordance with the Technical Specifications/Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal / quotation.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email at bidсандawards@pasigcity.gov.ph

Thank you.


ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office



DEPARTMENT OF EDUCATION - OFFICE OF THE REGIONAL DIRECTOR - REGION IV-A (MIMAROPA)

Caruncho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila

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TECHNICAL SPECIFICATIONS/ SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT

Transport Internet Connectivity for PCGH, PCCH, SCEI/SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS - Management Information System Office							
Item No.	Qty	Unit of Issue	Item Description	Approved Budget		Price Offer	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	2	month	Contract Renewal of Existing Connectivity - Transport Internet Service Technology Internet Connectivity Project for PCGH, PCCH, SCEI/SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS. - Transport Connectivity Site A: 8 sites Site B: Pasig City Command Center Main Back Haul. -Service Type (Eline EPL, Eline, EVPL, ELAN, EAccess): Transport Bandwidth: 60-100mbps Device: Router and Access Point & Switch Please see attached terms of reference. (TOR)	341,038.30	682,076.60	Php 341,038.30	Php 682,076.60
Grand Total Cost				Php 682,076.60		Php 682,076.60 (Vat Inclusive)	
				Six Hundred Eighty-Two Thousand Seventy-Six Pesos and 60/100		Six Hundred Eighty-Two Thousand Seventy-Six Pesos Pesos and 60/100 Only (Vat Inclusive)	
Delivery Period: Ten (10) days upon issuance of the Notice to Proceed. Subscription duration shall be until 31 December 2023 only.							
Payment Term: The monthly service fee shall be processed within forty-five (45) days from receipt of the Billing and End-user's Acceptance.							

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JULY 2023

TERMS OF REFERENCE

RENEWAL OF CONTRACT FOR CONNECTIVITY SOLUTION FOR PCGH, PCCH, SCEI/SPED, KANLUNGAN NG PASIG, REVOLVING TOWER, CSWD COMPLEX, CHAMP and BOSS

PR 100-23-07-1608

The City Government of Pasig, through the efforts of the Management Information Systems Office (MISO), intends to subscribe for Transport Internet Service Technology using (Eline EPL, Eline EVPL, ELAN, and EAccess) that will be utilized by Pasig City General Hospital, Pasig City Childrens Hospital, SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS.

I. BACKGROUND

Transport is a crucial element in the modern communication landscape, serving as the backbone for the seamless and efficient transmission of data across various networks. Among the numerous technologies available, Eline EPL, Eline EVPL, ELAN, and EAccess have emerged as prominent players, revolutionizing the way data is transported and delivered. Eline EPL (Ethernet Private Line) offers dedicated point-to-point connections, enabling secure and high-bandwidth communication between two specific locations. On the other hand, Eline EVPL (Ethernet Virtual Private Line) provides a more flexible approach, allowing multiple virtual connections within a single physical circuit. ELAN (Ethernet LAN) takes a step further by establishing a multipoint-to-multipoint connection, enabling efficient communication between multiple collections. Lastly, EAccess grants simplified and cost-effective connectivity to external networks, streamlining access to various services and resources. Together, these transport technologies have become indispensable tools, facilitating the seamless exchange of data and empowering businesses and individuals to stay interconnected in our rapidly evolving digital world.

The following is the list of sites for Transport Service Type:

Item	Description/Specification	OTC & DEVICE	Monthly Recurring Fee	Total Cost (for 2 months)
1	Special Children Educational Institution (SCEI/SPED Special Education) Bandwidth: 60Mbps	WAIVED	38,519.15	77,038.30

Comply

CERTIFIED TRUE COPY



PASIG

MANAGEMENT INFORMATION SYSTEMS OFFICE

2	CSWD Complex Bandwidth: 60Mbps	WAIVED	38,519.15	77,038.30	Comply
3	KANLUNGAN NG PASIG Bandwidth: 80Mbps	WAIVED	42,000.00	84,000.00	Comply
4	Pasig City General Hospital Bandwidth: 100Mbps	WAIVED	48,500.00	97,000.00	Comply
5	Pasig City Childrens Hospital Bandwidth: 100Mbps	WAIVED	48,500.00	97,000.00	Comply
6	CHAMP Bandwidth: 100Mbps	WAIVED	42,000.00	84,000.00	Comply
7	Revolving Tower Bandwidth: 100Mbps	WAIVED	40,500.00	81,000.00	Comply
8	BOSS (Tonghalang Pasigueho) Bandwidth: 100Mbps	WAIVED	42,500.00	85,000.00	Comply
TOTAL			P 341,038.30	P 682,076.60	

II. TECHNICAL SPECIFICATIONS AND BILL OF MATERIALS

Item No.	Qty	Unit of Issue	Item Description/Specification	Amount	
1	1	lot	Transport Internet Service Technology Internet Connectivity Project for CHAMP, PCGH, PCCH, SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, and BOSS -Transport Connectivity Site A: 8 sites Site B: Pasig City Command Center Main Back Haul Service Type (Eline EPL, Eline EVPL, ELAN, EAccess): Transport Bandwidth: 60 - 100Mbps Device: Router and Access Point, Switch	P 682,076.60	Comply

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TOTAL	P 682,076.60
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III. CONTRACT DELIVERY PERIOD AND SUBSCRIPTION DURATION

The contract delivery period shall be ten (10) days upon the notice to proceed (NTP).
Subscription duration shall be two (2) months only.

Comply

IV. SOURCE OF FUNDING AND APPROVED BUDGET FOR THE CONTRACT

The Fund for this engagement shall be sourced from the Other Maintenance and Operating Expenses (MOOE) Fund Account for the fiscal year 2023 of the Management Information Systems Office, attributed to the Office of General Services of Pasig City Government. The payment should be a monthly basis not exceeding the ABC amounting to six hundred eighty-two thousand seventy-six and sixty centavos (P 682,076.60)

V. MODE OF PROCUREMENT

The Procurement of Metro Ethernet Service for Pasig City Government Sites shall be undertaken through an allowable mode of procurement, as evaluated by the Bids and Awards Committee pursuant to RA No. 9184 and its latest Revised IRR.

**** End of Terms of Reference ****

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The Project shall be awarded as One Project having several items that shall be awarded as one contract.

PRICE OFFER: (Unit and Total Prices shall be rounded-off up to two (2) decimal places)

VALIDITY OF OFFER: Within ninety (90) calendar days from the date of opening of quotations

ADDITIONAL REQUIREMENTS:

Together with your quotation, kindly submit the following documents on the date of negotiation:

1. Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract). The nature of business as stated in the Mayor's/Business Permit should at the very least be similar or related to the project to be bid.
2. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;
3. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

1. Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
2. Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.
4. Document showing proof of authorization, e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney (SPA) in case of sole proprietorships for situations where the signatory is not the sole proprietor/owner.
5. Accomplished and notarized Omnibus Sworn Statement.

NOTES:

1. Bidders shall submit their quotations through their duly authorized representatives.
2. Quotations exceeding the Approved Budget for the Contract shall be rejected.
3. The quotation may be accepted immediately or after some negotiations.
4. The prices quoted are to be paid in Philippine Currency.
5. All prices quoted are **INCLUSIVE** of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to the City Government of Pasig.

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6. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.

7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.

8. The City Government of Pasig shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.

9. Presentation of items that need demonstration or actual sample of the product may be requested.

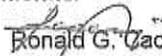
10. The supplier agrees to pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for everyday of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. The City Government of Pasig may rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

11. Other terms and conditions are stipulated in the attached Terms of Reference, if any.

12. The CITY GOVERNMENT OF PASIG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

I hereby certify that I have read and agree to this Request for Quotation and its Terms of Reference, if any. I further certify that the products or service to be delivered will conform to the specifications stated in the Item Description.

Conforme:


Ronald G. Cacao
Signature over printed Name

Key Account Manager

Position

Converge Information and
Communications
Technology Solutions Inc.

Duly authorized to sign quotation/offer for and on behalf of _____

(Please indicate name of company)



JULY 2023

TERMS OF REFERENCE
RENEWAL OF CONTRACT
FOR
CONNECTIVITY SOLUTION
FOR PCGH, PCCH, SCEI/SPED, KANLUNGAN NG
PASIG, REVOLVING TOWER, CSWD COMPLEX,
CHAMP and BOSS

PR 100-23-07-1608

The City Government of Pasig, through the efforts of the *Management Information Systems Office (MISO)*, intends to subscribe for Transport Internet Service Technology using (Eline EPL, Eline EVPL, ELAN, and EAccess) that will be utilized by Pasig City General Hospital, Pasig City Childrens Hospital, SPED, Kanlungan ng Pasig, Revolving Tower, CSWD Complex, CHAMP and BOSS.

I. BACKGROUND

Transport is a crucial element in the modern communication landscape, serving as the backbone for the seamless and efficient transmission of data across various networks. Among the numerous technologies available, Eline EPL, Eline EVPL, ELAN, and EAccess have emerged as prominent players, revolutionizing the way data is transported and delivered. Eline EPL (Ethernet Private Line) offers dedicated point-to-point connections, enabling secure and high-bandwidth communication between two specific locations. On the other hand, Eline EVPL (Ethernet Virtual Private Line) provides a more flexible approach, allowing multiple virtual connections within a single physical circuit. ELAN (Ethernet LAN) takes a step further by establishing a multipoint-to-multipoint connection, enabling efficient communication between multiple collections. Lastly, EAccess grants simplified and cost-effective connectivity to external networks, streamlining access to various services and resources. Together, these transport technologies have become indispensable tools, facilitating the seamless exchange of data and empowering businesses and individuals to stay interconnected in our rapidly evolving digital world.

The following is the list of sites for Transport Service Type:

	Item Description/Specification	OTC & DEVICE	Monthly Recurring Fee	Total Cost (for 2 months)
1	Special Children Educational Institution (SCEI/SPED Special Education) Bandwidth: 60mbps	WAIVED	38,519.15	77,038.30





2	CSWD Complex Bandwidth: 60Mbps	WAIVED	38,519.15	77,038.30
3	KANLUNGAN NG PASIG Bandwidth: 80mbps	WAIVED	42,000.00	84,000.00
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TOTAL	P 682,076.60
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**** End of Terms of Reference ****

Prepared by:

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