

CONTRACT AGREEMENT

For the 2nd Public Bidding for the Provision of Internet Connection Service to the National Economic and Development Authority - Central Office

APR 15 2019

THIS AGREEMENT, made this _____ day of _____, 2019 by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 St. Josemaria Escriva Drive, Ortigas Center, Pasig City, duly represented herein by **UNDERSECRETARY JOSE MIGUEL R. DE LA ROSA**, hereinafter referred to as the "**Procuring Entity**";

- and -

PLDT INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Ramon Cojuangco Building Makati Avenue, Makati City, duly represented herein by Assistant Vice President and Center Head Alpha Relationship Management E, **JOYCELYN R. HILAO**, hereinafter referred to as the "**Supplier**";

WHEREAS, upon invitation by the Procuring Entity, the Supplier submitted a bid for the 2nd Public Bidding of the Provision of Internet Connection Service to the National Economic and Development Authority - Central Office in the amount of EIGHT HUNDRED EIGHTY-EIGHT THOUSAND, NINE HUNDRED EIGHTY-EIGHT PESOS AND 80/100 (PHP888, 988.80), inclusive of all applicable government taxes and charges (hereinafter referred to as the "**Contract Price**")

WHEREAS, the Procuring Entity accepted the bid from the Supplier through NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) under Resolution No. 12 (2019), which was approved by the Head of the Procuring Entity on 29 March 2019;

NOW THEREFORE, for and in consideration of the abovementioned premises, the Procuring Entity and the Supplier hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Bid Documents consisting of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General and Special Conditions of the Contract;
 - v. Schedule of Requirements and Technical Specifications; and
 - vi. Terms of Reference (TOR)
 - (b) Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (c) Bid Bulletin Nos. 01, and 02 issued on 07 February 2019 and 21 February 2019, respectively;
 - (d) Performance Security;
 - (e) NBAC-GIP Resolution No. 12 (2019);
 - (f) Abstract of Bids;
 - (g) Detailed Evaluation and Post-Qualification Evaluation Report;
 - (h) Notice of Award with the Supplier's *Conforme* thereto;
 - (i) Notice to Proceed (NTP);
 - (j) Amendment to the Contract, if any;
 - (k) Other contract documents that may be required by existing laws and/or the Procuring Entity;

PERIOD OF THE AGREEMENT

3. This Agreement shall be for a period of one (1) year, commencing from the date of receipt of the NTP by the Supplier.

OBLIGATIONS OF THE SUPPLIER

4. In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants to supply and deliver said goods and services to the Procuring Entity within thirty (30) calendar days from receipt of the NTP.
5. The Supplier shall:
 - (a) Provide one (1) year service of 200 Mbps Internet connection to the Procuring Entity;
 - (b) Other duties and responsibilities, as indicated in the Section VI of the TOR; and
 - (c) Remedy any defects therein in conformity with the provisions of this Agreement in all respects.
6. Upon acceptance by the Procuring Entity of the delivered goods and/or services, the Supplier shall post a warranty security, which shall be covered by either the retention money in an amount equivalent to one percent (1 %) of every progress payment or a special bank guarantee equivalent to one percent (1 %) of the total Contract Price, at the option of the Supplier.
7. If the Supplier fails to deliver any or all of the goods and/or services within the period(s) specified in this Agreement, the Procuring Entity shall, without prejudice to its other remedies under this Agreement and under the applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the undelivered/unperformed portion of the goods/services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Procuring Entity may rescind or terminate the Agreement, without prejudice to other courses of action and remedies available under the circumstances.

OBLIGATIONS OF THE PROCURING ENTITY

8. The Procuring Entity hereby covenants to pay the Supplier in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under the provisions.
9. Grant the Supplier's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned Procuring Entity personnel.
10. Responsible for the safe custody and use of the equipment installed by the Supplier.
11. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the Supplier.
12. The Procuring Entity will conduct an assessment of the quality of service, such as but not limited to latency, availability, response time, and the cost charged by the Supplier and the range of services it offers against other service providers in the area at the end of each year, pursuant to Government Procurement Policy Board (GPPB) Resolution No. 019-2006 dated 06 December 2006 as amended by (GPPB) Resolution No. 041-2017 dated 21 December 2017.
13. Conduct yearly assessment/evaluation of the ISP. NEDA however, may renew the contract for another year depending on the ISP performance.

AMENDMENT

14. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Supplier.

ALTERNATIVE DISPUTE RESOLUTION

15. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.

VENUE IN CASE OF SUIT

16. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first before written.


NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

Represented by:



JOSE MIGUEL R. DE LA ROSA
Undersecretary for Central Support Office


PLDT INC.

Represented by:


JOYCELYN R. HILAO
Assistant Vice President and
Center Head of ALPHA Relationship - E

SIGNED IN THE PRESENCE OF:


EMARSON T. OCHOA
Information Technology Officer II
OIC, Information and Communications
Technology Staff, NEDA
12 St. Josemaria Escriva Drive, Ortigas
Center, Pasig City


LEA R. AMURAO
Relationship Manager
PLDT, Inc.
8th Floor Makati General Office (MGO)
Bldg. Dela Rosa Street cor. Legaspi
Street, Makati City

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, a Notary Public for and in _____ this _____ 2019, personally appeared the following with their respective proofs of identity indicated beside their names:

NAME	PROOF OF IDENTITY
Jose Miguel R. De La Rosa	Official Passport # S0012632A
Joycelyn R. Hilao	Official Passport # P2611966A

known to me to be the same persons who executed the foregoing Agreement consisting of four (4) pages, including this Acknowledgment, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the entities which they respectively represent.

WITNESS MY HAND AND SEAL, on the day, year and place above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.

Handwritten signatures and initials at the bottom right of the page.