

by: 

**ATTY. JESSE H.T. ANDRES**  
Head of the Procuring Entity  
per D.O. No. 292 dated 1 July 2022

by: 

**WILLIAM NUBLA BATAC**  
Public Sector Head  
PLDT Enterprise ERB1



**ACP PAULO ALBERTO T. SICANGCO**  
OIC-Director IV, Information and  
Communications Technology Service



**EMMANUEL LOWELL A. PANDAAN**  
Chief Accountant, DOJ

# CONTRACT AGREEMENT

(2022-07-056)

## KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and executed this \_\_\_\_\_ day of AUG 09 2022 2022, in the City of Manila, Philippines, by and between:

The **DEPARTMENT OF JUSTICE**, a government under the executive department of the Philippine government with a principal address at DOJ Building, Padre Faura Street, Ermita, Manila, represented herein by **Atty. JESSE H.T. ANDRES**, hereinafter called "**DOJ**";

-and-

The **PLDT INC.**, with business address at Ramon Cojuangco Building, corner Dela Rosa Street, Makati Avenue, Makati City, represented herein by its Public Sector Head, PLDT Enterprise ERB1, **Mr. WILLIAM NUBLA BATAC**, hereinafter called the "**PLDT**".

## WITNESSETH

**WHEREAS**, there is still a need to procure internet service connection for the Department of Justice (DOJ) offices rented buildings – GSP building (50 mbps leased line) and Sunny Oak building (1000 mbps leased line);

**WHEREAS**, PLDT serves as the internet service provider for the said offices which is mainly used for office productivity activities such as electronic mail (email), research work, access to DOJ website, and internal applications;

**WHEREAS**, the procurement of the said services is included in the CY 2022 Supplemental Annual Procurement Plan No. 10 with an allotted budget of Five Hundred Twenty Five Thousand Pesos (P525,000.00);

**WHEREAS**, the cost-benefit analysis prepared by the Information and Communications Technology Service (ICTS) shows that the proposed upgrading of the internet service bandwidth by PLDT Inc., the current service provider, from 20Mbps to 1000Mbps Fiber for the JDC building and from 20Mbps to 50Mbps Fiber for the GSP building will not only increase the speed of the internet service but will also reduce the annual cost of internet service;

**WHEREAS**, in a Memorandum dated 16 June 2022, Mr. Harold

by:



**ATTY. JESSE H.T. ANDRES**  
Head of the Procuring Entity

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**WILLIAM NUBLA BATAC**  
Public Sector Head

PLDT Enterprise ERB1



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James G. Tubangi, Chief ICT Infrastructure Division, averred that maintaining PLDT as the Department's internet service provider will not only increase the speed of the internet service of both buildings but will also be cost effective for the Department;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree on the following:

- I. This renewal of the Contract Agreement shall be governed by the provisions of the Terms of Reference as hereinafter stipulated. The words and expressions of this Contract Agreement shall be as respectively assigned to them in the Conditions of Contract referred to, provided the same shall be pursuant to, and not in contravention with, the intents of the Terms of Reference.
- II. The following documents shall constitute the Contract between the DOJ and the PLDT, and each shall be read and construed as an integral part of the Contract:
  - a) This Contract Agreement;
  - b) Service Level Agreement (SLA)
  - c) Terms of Reference
  - d) List of DOJ-Main Site

**A. Project Objectives and DOJ Benefits**

- 1. Provide the DOJ with a reliable, sustainable and economically viable digital subscriber line (DSL) internet connectivity so that the email server, the public DOJ website that will be accessed by DOJ clients nationwide, via data connection to laptops, desktops, and/or any portable communication devices (smartphones, tablet PC, etc.).
- 2. Provide an effective means of data monitoring for better personnel coordination and management of funds.

**B. Project Implementation Coverage**

Department of Justice (DOJ) offices rented buildings - GSP and Sunny Oak buildings.

**C. Duration and Billing Statement**

- 1. One (1) year service subscription and payment will be done on a monthly basis. Statement of account (Inclusive of Tax) will arrive in the 1<sup>st</sup> week of the preceding month.
- 2. All billing collections shall be centralized at the DOJ.
- 3. All billing statements shall be forwarded to the DOJ Central Office.
- 4. DOJ shall have the prerogative whether to accept or deny incomplete billing statements.

by:



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**D. Scope of Internet connectivity**

The service provider must be compliant with the following parameters:

1. *Bandwidth and Connectivity Support*
2. *Internet Bandwidth Committed Information Rate (CIR)*
3. *Network Operations Seater Support*

- a. Support of DOJ's rented Offices internet connectivity
- b. Shall provide at least one/minimum of (1) Static IP address for DOJ rented offices for virtual private network (VPN) connectivity to DOJ Central Office.

4. *Service Restoration and Quality of Service*

- a. 8am x 5pm NBD (Next Business Day) response time
- b. Down/Disconnected sites must be up and running within a reasonable time upon received of the report

5. *24 x 7 Help Desk Support Service*

- a. Received and respond to problem reports and users request
- b. Provide first-level technical support with regards to internet connectivity
- c. Received reports from end-users must be logged and provide the DOJ Central Office a monthly report of reported issues and action taken to resolve the issue with regards to internet connectivity.

6. *Provide the bandwidths for each office with the possibility of an upgrade if required; this upgrade should be done within two (2) weeks from the date of request*

7. *DOJ should be given access to fully administer the system using a web-based tool, such a monitoring internet usage, and bandwidth monitor.*

- III. This renewal of the Contract Agreement shall commence upon the receipt of Notice to Proceed by PLDT INC. For purposes of the billing period, the same be deemed to commence on the date of signing of the Acceptance of Service Form (ASF).
- IV. The total consideration for the Services is Two Hundred Eighty Thousand Pesos and 00/100 (P 280,000.00), VAT inclusive. The monthly recurring fee shall be in accordance with the amount allocated for each office. Billing shall commence upon the implementation of Renewed Service on all of the DOJ rented offices.
- V. PLDT INC. shall warrant that it has not given any amount to any official and employees of the Department of Justice to secure this

Contract Agreement. Violation of this warranty shall be a sufficient ground for the DOJ to revoke or cancel the Contract Agreement.

DOJ and PLDT INC. are bound by this Contract and the Annexes which form parts of this contract and shall terminate upon the satisfactory fulfillment of all terms and conditions embodied therein.

This Contract Agreement shall take effect upon signing of the parties for a period of one (1) year.

IN WITNESS WHEREOF, the PARTIES, through their duly authorized representatives for the purpose, have hereunto set their hands this            of AUG 09 2022 at the CITY OF MANILA Philippines.

SIGNED IN QUADRUPLICATE

**DEPARTMENT OF JUSTICE**

By:



**ATTY. JESSE H.T. ANDRES**  
Head of the Procuring Entity  
Per D.O. No. 292 dated 1 July 2022

**PLDT, INC**

By:



**WILLIAM NUBLA BATAC**  
Public Sector Head  
PLDT Enterprise ERB1

Signed in the Presence of:



**ACP PAULO ALBERTO T. SICANGCO**  
OIC-Director IV  
Information and Communications Technology  
Service



**EMMANUEL LOWELL A. PANDAAN**  
Chief Accountant

**ACKNOWLEDGMENT**

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

Before me, Notary Public this \_\_\_\_\_ day of \_\_\_\_\_  
2022, personally came and appeared the following.

Name

ATTY. JESSE H.T. ANDRES

*Jessie H.T. Andres*

WILLIAM NUBLA BATAc

*William Nubla Batac*

All known to me be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free and voluntary acts as well as the free voluntary act and deed of the entities they represent in this instance.

This instrument consisting of five (5) pages, including the page which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ of \_\_\_\_\_  
2022.

NOTARY PUBLIC

**ATTY. JOHN EDWARD TRINIDAD ANG**

Notary Public for City of Manila  
Notarial Commission No. 2020-083 Extended 12-31-2022 Manila  
(Under Supreme Court B.M. No. 3795 Extended from July 1 to December 31, 2017)  
IBP No. 166318 Issued on Oct. 25, 2021 until Dec. 31, 2022 Pasig City  
PYR No. 0097472 Issued on Jan. 3, 2022 until Dec. 31, 2022 Manila  
Roll No. 68731 Issued on May 29, 2017  
MCLE No. VII-0011675 Issued on March 1, 2022 Valid Until April 14, 2025  
2/F Midland Plaza Hotel, Adriatico St., Ermita, Manila

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SIGNED IN THE PRESENCE OF:

PLDT, INC.

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE

by: *Jessie H.T. Andres*  
**ATTY. JESSE H.T. ANDRES**  
Head of the Procuring Entity  
per D.O. No. 292 dated 1 July 2022

by: *William Nubla Batac*  
**WILLIAM NUBLA BATAc**  
Public Sector Head  
PLDT Enterprise ERB1

by: *ACP Paulo Alberto T. Sicangco*  
**ACP PAULO ALBERTO T. SICANGCO**  
OIC-Director IV, Information and  
Communications Technology Service

by: *Emmanuel Lowell A. Pandaan*  
**EMMANUEL LOWELL A. PANDAAN**  
Chief Accountant, DOJ