

CONTRACT AGREEMENT

FOR THE

**PROCUREMENT OF ADDITIONAL INTERNET BANDWIDTH FOR NORSU
BAYAWAN - STA. CATALINA CAMPUS**

THIS CONTRACT is made and entered into this 11 day of December, 2020 by and between:

NEGROS ORIENTAL STATE UNIVERSITY, a State University organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Kagawasan Ave., Main Campus, Dumaguete City, Negros Oriental, Philippines, duly represented by **DR. JOEL P. LIMSON**, hereinafter referred to as **OWNER**.

and

BT INFOCOMMUNICATIONS SPECIALIST INC., of Pastor Bldg, Real St., Poblacion No. 7, Dumaguete City, Negros Oriental, duly represented by **CHRISTOPHER M. MANANQUIL** by virtue of Secretary's Certificate dated August 3, 2020 authorized by Maria Corazon S. Bernardez (Corporate Secretary) hereinafter referred to as **SUPPLIER**.

WITNESETH:

WHEREAS, a public bidding was conducted on August 5, 2020 at the BAC Office of Negros Oriental State University, Kagawasan Avenue, Dumaguete City for the project "**Procurement of Additional Internet Bandwidth For NORSU Bayawan - Sta. Catalina Campus**";

WHEREAS, the NORSU Bids and Awards Committee recommended to the University President that the project shall be awarded to **BT INFOCOMMUNICATIONS SPECIALIST INC.**, its offer being the most advantageous to the Philippine Government;

WHEREAS, time is the essence of this contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

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

- (a) The Bid Form and the Price Schedule by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Performance Security; and
- (g) Eligibility requirements, documents and/or statements;
- (h) Performance Security;
- (i) Notice of Award of Contract and the Bidder's conforme thereto;
- (j) Abstract of Bids
- (k) Resolution of the BAC recommending the award of the project to the winning bidder;
- (l) Other contract documents that may be required by existing laws and/or the Entity.



ARTICLE II – SCHEDULE OF REQUIREMENTS

The inclusions in the delivery of the items in this contract are as follows:

Internet Subscription 160 mbps (for 12 months)

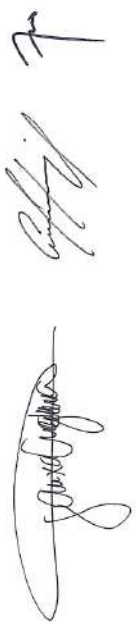
Specifications:

- Dedicated Internet Access Services(Premium Fixed Bandwidth) with data transfer capacity of 450 Gbps guaranteed to support bandwidth-hungry and real-time voice, data and video applications
- Bundled with compatible Router
- Circuit IP Block: /29 IP Blocks (6 IPs)
- Service Level Agreement (SLA)

Terms and Conditions:

1. Once NORSU engages the winning bidder as its Internet Service Provider, the winning bidder acknowledges that nothing in the Contract shall be construed as precluding or restricting NORSU from engaging other third party vendors or agencies for the provision of services which are, in whole or in part, of a similar nature to the services provided in the Contract.
2. If the services does not comply with the terms agreed upon, or satisfy the standards or specifications set forth above, NORSU may notify the winning bidder of such non-compliance upon which the winning bidder shall expeditiously, at no additional cost to NORSU conform such services to the agreed specifications. Any failure of NORSU to notify the winning bidder of such non-compliance shall not relieve the winning bidder of its obligations to conform such services to the agreed specifications.
3. NORSU may request changes at any time to all or any part of the specifications listed above, or any part of the services, provided that NORSU requested changes shall not give rise to additional expenses on the part of the winning bidder. Any and all changes shall be documented in writing and mutually agreed to by the parties, before the change is executed.
4. The winning bidder shall maintain NORSU internet connection and provide technical support for server and hosting related issues, including without limitation, troubleshooting any problems that may arise in connection with NORSU internet connection, twenty-four(24) hours a day, seven (7) days a week (including holidays). The winning bidder shall respond and provide solution to any complaint, or request for assistance, received from NORSU within the soonest possible time, but in no case later than twenty-four(24) hours from receipt of such complaint or request for assistance. NORSU shall be informed as soon as reasonably possible of any impending internet connection downtimes that may be due to hardware or site maintenance to be conducted by the winning bidder.
5. The winning bidder must have local Network Operations Center and 24/7 technical support group to assist in network management, technical support, and internet access. Bidder must submit organizational chart of its technical support group with proof of employment or existing contract for third party technical support. Must also submit FOA certification.
6. The winning bidder shall provide 24/7 direct communication access to:
 - a. local technical support contact number
 - b. direct line of official authorized contact person
 - c. official technical support number hotline
 - d. technical support email hotline.
7. Response time of the winning bidder for service interruptions shall be within 4 hours (within the area of responsibility) from the time of the report made by the duly authorized person representing NORSU. The date and time of call/communication made by the NORSU personnel shall be logged to determine adherence to the response time requirement.
8. Service interruption should be restored within 24 hours from the time of response unless justified when the cause of the interruption is due to fortuitous event. Violation to the response time requirement shall be included in the Contract Agreement between NORSU and the winning bidder.

9. Maintenance of the service shall be included in the Service Level Agreement (SLA)/Contract. In the absence of a direct maintenance personnel to immediately address service interruption, there should be an authorized third party technical personnel who will handle the maintenance of the service. Payment for the maintenance shall be included in the SLA.
10. If the NORSU Optical Network Unit (ONU)/Optical Distribution Frame (ODF) or any equipment relevant to the distribution of the bandwidth will be found to be defective, the winning bidder shall immediately replace free of charge within the contract period.
11. Ownership of the equipment shall be transferred to NORSU after the termination of the contract.
12. Neither the winning bidder, nor its affiliates, agents, personnel, employees, subcontractors, or representatives, shall use or disclose to any person or entity any confidential information (whether in written, oral, electronic or other form), which is obtained from NORSU or disclosed by or on behalf of NORSU or otherwise prepared or discovered either in the performance of the Contract, or while on NORSU's premises.
13. The Service Provider shall be National Telecommunication Commission (NTC) registered/accredited company.





Contract Name: Procurement of Additional Internet Bandwidth for NORSU Bayawan - Sta. Catalina Campus

AFTER SALES

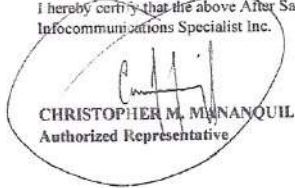
July 30, 2020

MERIVIC G. CATADA, Ph.D.
 BAC Chairman
 NORSU-Main Campus, Dumaguete City
 Province of Negros Oriental

Please find the Schedule for After Sales:

MAINTENANCE	SCHEDULE	DESCRIPTION	WARRANTY
Emergency	Mean-Time to Respond 24X7	All Equipments (Hardware&Software)	The equipment warranty must be 1 year after turnover of the project
Emergency	Mean Time to Respond 24X7	Service Warranty	The service warranty must be 1 year after turnover of the project
Recurring/Preventive	Semi - Annual	All Equipments (Hardware&Software)	The equipment warranty must be 1 year after turnover of the project
Recurring/Preventive	Semi - Annual	Service Warranty	The service warranty must be 1 year after turnover of the project

I hereby certify that the above After Sales is included in the Contract, should it be awarded to BT Infocommunications Specialist Inc.


CHRISTOPHER M. MANANQUIL
 Authorized Representative

Handwritten signatures on the left margin:
 7
 [Signature]
 [Signature]

3rd floor Pastor Building, Ramon Teves Pastor
 Dumaguete City, Philippines
www.btinfocomm.com 120

ARTICLE III – DELIVERY, INSPECTION AND TESTING

The work to be performed by the SUPPLIER under this contract shall commence after seven (7) calendar days upon receipt and acceptance of the Notice to Proceed from NORSU by the SUPPLIER. The delivery of “**Procurement of Additional Internet Bandwidth for NORSU Bayawan - Sta. Catalina Campus**” shall be completed within **Thirty (30) calendar days** upon receipt of Notice to Proceed. All hardware components must be 100% functional and in good operating condition.

Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the OWNER to achieve functionality and benefits of the equipment. The SUPPLIER must provide an actual result of the testing of the hardware validated by the end-user.

Billing will start only when all systems have been thoroughly tested, installed, running satisfactorily, and accepted by the user.

ARTICLE IV – WARRANTY

The warranty period for the contract shall be **one (1) year from the receipt of Certificate of Final Acceptance** by the end-user. The SUPPLIER hereby warrants compliance with the requirements stipulated under this contract including the hardware equipment supplied.

ARTICLE V – MAINTENANCE/TECHNICAL SUPPORT

During the warranty period, the SUPPLIER shall provide at least one (1) Certified Specialist in his/her employ to service the said equipment on site, in case of malfunctioning or any other related problem wholly or partly attributable to the operating condition of said IT equipment.

On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone/mobile call) shall be provided by the winning bidder for trouble shooting.

Onsite support must have a response time of not more than **eight (8) hours** from the time of the call in cases of on call/phone support could not solve the problem.

On hardware repair, testing shall be done on-site to know the extent of the problem. Travel and other incidental expenses of responding IT specialist shall be borne by the SUPPLIER. During warranty period, all parts beyond repair shall be Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the OWNER to achieve functionality and benefits of the equipment. The SUPPLIER must provide an actual result of the testing of the hardware validated by the end-user.

ARTICLE VI – TECHNOLOGY TRANSFER

When needed, the SUPPLIER may provide technology transfer/in-depth technical training to Authorized Person/end user staff, free of charge. Training shall commence before issuance of Certificate of Acceptance by OWNER.

ARTICLE VII – THE CONTRACT SUM

The OWNER for and in consideration of the faithful and satisfactory fulfillment of the contract by the SUPPLIER in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the SUPPLIER in Philippine Currency the sum of **One Million Three Hundred Seventy Thousand Pesos Only (PHP 1, 370,000.00)**.

ARTICLE VIII – PERFORMANCE SECURITY

In accordance with the Instruction to Bidders and General Conditions of the contract, the SUPPLIER shall furnish and file per acceptance to the OWNER a Performance Security in accordance with Section 39 of the Revised Implementing Rules and Regulations of RA 9184 to guaranty the full and faithful performance of this Agreement to answer for any liability that maybe suffered by the OWNER resulting from the violation of the SUPPLIER of labor laws and other laws. PROVIDED, that in the event of the recession or termination of this contract for breach thereof, the Performance Security, at the option of the OWNER shall be automatically forfeited in favor of the OWNER and becomes immediately payable and collectible by the OWNER, otherwise, the Performance Security shall remain and continue in full force until the aforementioned obligations as to the completion and faithful compliance of the contract, liquidated damages and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the SUPPLIER.

The Performance Security shall be denominated on Philippine Pesos and posted in favor of the OWNER in an amount equal to the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument. (a)	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (30%)

ARTICLE IX – LIQUIDATED DAMAGES

Should the SUPPLIER refuse to satisfactorily comply with its undertakings, and is hereby in default under this contract, the SUPPLIER shall be liable for damages for the delay and shall pay the OWNER for liquidated damages and not by way of penalty, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion thereof, for every day of delay until the same is finally performed/completed and accepted by the OWNER.

It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the OWNER need not prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to SUPPLIER under the contract and/or collect such liquidated damages from the performance security posted by the SUPPLIER, whichever is convenient to the OWNER.

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be terminated by the OWNER and the erring SUPPLIER'S performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the SUPPLIER shall pay OWNER under this section and the other appropriate sanctions that may be imposed to the former.

ARTICLE X – SUPPLIER'S LIABILITY

The SUPPLIER shall assume full responsibility, agrees and binds itself to indemnify the OWNER for any loss, damage, destruction and/or injury that may be incurred the during period of delivery until the period of acceptance for acts attributed to negligence, fault, misconduct or unlawful acts of the SUPPLIER and its personnel.

ARTICLE XI – CANCELLATION/TERMINATION OF CONTRACT

The OWNER has the right to terminate or cancel the contract without need of judicial action at any time on reasonable grounds, such as, but not limited to: unsatisfactory service and performance or violation of the terms and conditions of this contract, by giving the SUPPLIER at least fifteen (15) calendar days of written notice in advance to that effect, which Notice shall be final and binding on all parties.

Within thirty (30) days after the termination, cancellation, or rescission of this contract, the parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission.

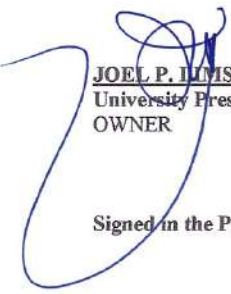
ARTICLE XII – VENUE OF COURT ACTION


Should any court action be instituted by the NORSU or SUPPLIER arising from this contract, the parties hereby agree that the venue thereof shall be the proper court in the province of Negros Oriental.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 2020 at NORSU Main Campus I, Kagawasan Avenue, Dumaguete City, Philippines.

NEGROS ORIENTAL STATE UNIVERSITY
Kagawasan Avenue, Dumaguete City

BT INFOCOMMUNICATIONS SPECIALIST INC
Poblacion No. 7, Dumaguete City, Negros Oriental


JOEL P. LIMSON, Ph.D.
University President
OWNER


CHRISTOPHER M. MANANQUIL
Authorized Representative
SUPPLIER

Signed in the Presence of:


ALEXA MAE C. ZEBUA

ACKNOWLEDGMENT

Republic of the Philippines }
 Province of Negros Oriental } S.S
 City of Dumaguete }

DEC 11 2020

BEFORE ME, a Notary Public, for and in the City of Dumaguete, Philippines, this ___ day of _____ 2020, personally appeared the parties with their competent evidence of identity which bears their pictures and signatures, to wit:

Name	Identification Card/No.	Valid Until
CHRISTOPHER M. MANANQUIL	License No. G08-16-003156	
JOEL P. LIMSON, Ph. D.		

That they are the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed consisting of Eight (8) pages including this page whereon this acknowledgement is written, is signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my Notarial Seal.

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

Doc. No. 26
 Page No. 7
 Book No. 2
 Series of 2020.

Deo Gracia
DEOGRACIAS O. ELTANAL, JR.
 NOTARY PUBLIC UNTIL DECEMBER 31, 2021
 SERIAL NO. 2020-030 DUMAGUETE CITY, SIBULAN, BACOR
 VALENTIA DAVID L. ARMENDOSIATON, NEG. OR.
 PTR NO. 2480573A-1/67 DUMAGUETE CITY
 IBP LIFETIME NO. 00140-6/24/2010
 REG. NO. 16203
 MCLE COMPLIANCE NO. 41005194, 4/14/2021
 ROOM M-3 UDORA MILAGROS PLAZA
 COR. PERDICES & STA. ROSA STS., DUMAGUETE CITY

[Handwritten signatures]