

**AGREEMENT FOR THE PROCUREMENT OF INTERNET CONNECTIVITY AND OTHER  
SERVICES FOR THE DEPARTMENT OF FOREIGN AFFAIRS' TEMPORARY  
HEADQUARTERS**

---

**KNOW ALL BY THESE PRESENTS:**

This Agreement for the Procurement of Internet Connectivity and Other Services for the Department of Foreign Affairs' Temporary Headquarters (hereinafter, the AGREEMENT), entered into in \_\_\_\_\_, Philippines, on 12 AUG 2024, between the:

**DEPARTMENT OF FOREIGN AFFAIRS**, (hereafter, the **PROCURING ENTITY**), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary and Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

**PHILIPPINE GLOBAL COMMUNICATIONS, INC.** (hereinafter, the **CONTRACTOR**), is a company duly organized and existing under and by the virtue of the laws of the Philippines, with principal office address at 8th Floor PhilCom Building 8755 Paseo de Roxas, Makati City, represented by its Head-Business Development Group **KRISTINE D. GAMBOA**, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 22 January 2024 and made an integral part of this Agreement.

**WITNESSETH:**

**WHEREAS**, the **CONTRACTOR** will provide the **PROCURING ENTITY** with **500 MBPS** connection bandwidth for the DFA Temporary Headquarters for a period of five (5) months in the amount of **Five Hundred Sixty-six Thousand Four Hundred Forty Pesos (Php 566,440.00)** only, (hereinafter, the "Contract Price") inclusive of all applicable taxes and other lawful charges.

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

1. The following documents are deemed to form, be read and construed integral parts of this AGREEMENT :

- |         |   |
|---------|---|
| ANNEX A | - Secretary Certificate dated 22 January 2024       |
| ANNEX B | - BAC Resolution No. HO-211-24 dated 12 August 2024 |
| ANNEX C | - Notice of Award dated 12 August 2024              |
| ANNEX D | - Certificate of Availability of Funds              |
| ANNEX E | - Technical Specifications                          |
| ANNEX F | - Philippine Global Communications Inc. Quotation   |



- ANNEX G - PhilGEPS Registration Certificate
- ANNEX H - Business Permit
- ANNEX I - Latest Income Tax Return

2. The PROCURING ENTITY shall pay the CONTRACTOR the Contract Price for the duration of the Contract within thirty (30) working days upon the submission of the sales invoice or its equivalent complete with supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through the List of Due and Demandable Accounts Payable (LDDAP) in accordance with the Technical Specification.

3. Scope of Work

The Contractor shall provide:

- a. Subscription of Internet Connection for a period of five (5) months from receipt of Certificate of Inspection and Acceptance.
- b. The winning service provider shall provide the necessary hardware, terminations, infrastructure, and other services required to set up the internet connection.
- c. Provide a single point of contact for customer support in both areas of network connectivity and internet access.
- d. Provision of 24/7 support services and a dedicated customer relations manager for all concerns regarding billing, technical, and other requirements.

4. Installation

- a. Must provide a detailed work plan specifying installation design, detailed activities, and a network diagram showing connectivity from the end user's data center up to the last mile and timelines.
- b. Provide and install all necessary equipment and infrastructure to set up the internet connection, including in-house wiring.
- c. Provision, Installation, and Configuration of Customer-premises equipment (CPE).
- d. Provide internet connectivity directly to the end user's preferred location.

5. Testing

The acceptance test procedure must be in accordance with the following:

- a. The acceptance testing will be undertaken for a period of Seven (7) working days and will be attested to by authorized ICT personnel of the DFA Temporary Headquarters OAMSS - ICTD.
- b. The guaranteed Committed Information Rate (CIR) of at least 500 Mbps should be attained 24/7.
- c. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all conditions have been duly satisfied continuously for Seven (7) days.


6. General/Miscellaneous Provisions:

- a. **No Employer-Employee Relationship.** This Agreement does not establish any employer-employee relationship between the Procuring Entity, the Contractor, being



an independent contractor, and the latter's employees, agent, representatives, or subcontractors.

- b. **Third Party Contracts.** Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the delivery of the goods and services.
- c. **Amendment.** Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.
- d. **Waiver of Rights.** No failure, omission, or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.
- e. **Indemnity.** The Contractor shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity from any and all liabilities, losses, damages, injuries, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to the fault, negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the Contractor and/or of its employees, agents, representatives, or subcontractor.
- f. **Force Majeure.** The Procuring Entity and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not limited to acts of God, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the Procuring Entity and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.
- g. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contract shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.
- h. **Separability Clause.** The invalidity in whole or in part of any clause in the terms and conditions of this Agreement and its Annexes shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement and its Annexes is declared invalid or contrary to law, the other terms



or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

- i. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with Philippine laws, rules and regulations.
- j. **Dispute Resolution and Venue of Action.** The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. If an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI's) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property rights, as may be the subject matter of the dispute. The seat and venue of arbitration and court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of other venues.
- k. **Liability of the Service Contractor.** The Contractor's liability under this Contract shall be provided by the laws of the Republic of the Philippines. If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
- l. **Confidentiality.** Except as required by law or pursuant to prior written consent, the Contractor agrees to keep confidential and not disclose any information or document of the Procuring Entity, or those which the Procuring Entity categorized as confidential. The Contractor shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive even after the termination of this Contract.
- m. **Data Privacy Act.** The Contractor and its personnel are required to observe the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Supplier and its personnel shall be responsible for the destruction of all the data secured from the Procuring Entity after the termination of this Contract.
- n. **Entire Agreement.** Both Parties acknowledge that this Agreement and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications, or contracts, oral or written, between the Parties relating to the subject matter hereof.



IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on AUG 12 2024, in CITY OF MANILA, Metro Manila.

For the Procuring Entity:  
**DEPARTMENT OF FOREIGN AFFAIRS**

By: **ANTONIO A. MORALES**  
Undersecretary and  
Head of the Procuring Entity

For the Contractor:  
**PHILIPPINE GLOBAL  
COMMUNICATIONS, INC.**

By: **KRISTINE D. GAMBOA**  
Head-Business Development Group

WITNESSES

By: **MINDARADAT R. MAMAD**  
Chief Accountant

By: **JOSEPH D. BAUTISTA**  
Senior Manager for Technical  
Services

## ACKNOWLEDGEMENT

Republic of the Philippines)  
**CITY OF MANILA** ) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of **CITY OF MANILA** Philippines, on AUG 12 2024, personally appeared Honorable **ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs and **KRISTINE D. GAMBOA**, duly authorized and designated representative of **PHILIPPINE GLOBAL COMMUNICATIONS, INC.**, known to me to be the same persons who executed the foregoing **Agreement for the Procurement of Internet Connectivity and Other Services for the Department of Foreign Affairs' Temporary Headquarters** which instrument consists of \_\_\_\_\_ pages including the page on which this acknowledgment is written, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	D00135112A	DFA-MANILA	08 MAR 2024
KRISTINE D. GAMBOA	<b>NO4-08-024775</b>	<b>MAKATI CITY</b>	<b>NOVEMBER 14, 2022</b>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

## NOTARY PUBLIC

Doc. No. 296  
Page No. 61  
Book No. xxx  
Series of 2024

**ATTY. JOHN EDWARD TRINIDAD ANG**  
Notary Public for City of Manila-Until Dec. 31, 2024  
Notarial Commission No. 2023-001  
2nd Floor Midland Plaza Hotel, Aduatico St., Ermita, Mla.  
I.D.P. NO. 333541 - Jan. 3, 2024  
P.C.C. NO. 1535522 - Jan. 3, 2024 at Manila  
ROLL No. 68731/MCLE Compliance No. VII-0011675 - 02-11-2023

