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RENEWAL OF SERVICE CONTRACT FOR DEDICATED INTERNET BANDWIDTH

KNOW ALL MEN BY THESE PRESENT:

This Contract made and entered into, by and between:

OVERSEAS WORKERS WELFARE ADMINISTRATION, a duly constituted government agency of the Philippines with principal address at OWWA Center Building, 7th Street corner F.B. Harrison St, Pasay City, Philippines, herein represented by its **Administrator, MS. REBECCA J. CALZADO** hereinafter referred to as the "**FIRST PARTY**".

- and -

COMCLARK NETWORK AND TECHNOLOGY CORPORATION a telecommunications company duly organized and existing under the laws of the Philippines, with office address at 99 E. Rodriguez Jr. Avenue, Brgy. Ugong, Pasig City represented herein by its **Account Manager, MS. ROSE ANN N. SALUNGA**, hereinafter referred to as the "**SECOND PARTY**";

HEREINAFTER, referred to as the "**PARTIES**".

WITNESSETH: That-

WHEREAS, the **FIRST PARTY** needs to engage a service provider that would provide a dedicated data (Internet) bandwidth from Intellectual Property Center to the global internet exchanges;

WHEREAS, in accordance with the provisions of R.A. No. 9184 (*Government Procurement and Reform Act*) and its Revised Implementing Rules and Regulations (IRR), the **SECOND PARTY** is found qualified and is willing to meet the requirements of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY** accepts the offer of the **SECOND PARTY**, to render services under the terms and conditions set forth and hereinafter stated.

NOW, THEREFORE, in consideration of the foregoing premises herein stipulated, the **PARTIES** hereby enter into this Contract under the following terms and conditions:

1. UNDERTAKING OF THE SECOND PARTY

- 1.1. The **SECOND PARTY** is required to provide services necessary to enable the **FIRST PARTY** to access broader coverage of web destinations in less time and effort and be able to communicate internationally anytime at cheaper cost. Hereunder are the requirements necessary to ensure high-speed internet connectivity of the **FIRST PARTY**.

The **SECOND PARTY** shall provide the **FIRST PARTY**, for and in consideration of the amount specified in Section 2.1 of this Contract, the following:

- 1.1.1. Integration of Internet connection to the existing OWWA network infrastructure with 2Mbps Dedicated Leased Line Connection full/dedicated bandwidth (download and upload) Internet service with direct local / (ph) internet exchange connection to avoid internet...

the **FIRST PARTY'S** option to upgrade to a higher bandwidth in cases of enhancing its infrastructure;

- 1.1.2. Provision of fiber connection to OWWA building ;
- 1.1.3. Configuration and installation of hardware and software required for the successful implementation.
- 1.1.4. 24 x 7 internet access and network management and support with two (2) hours response time from the time of request/assistance to ensure high service availability rate;
- 1.1.5. 6 usable IP addresses subject for additional IP addresses upon written request without increase in cost;
- 1.1.6. Installation of diagnostic report (Multi-Router Grapher) for monitoring purpose and updates in case of network connection failure;
- 1.1.7. Modem with FE interface output (RJ45);
- 1.1.8. 99.5% network availability
- 1.1.9. Rebates on services not provided (i.e. downtimes) in **Schedule A**.
- 1.2. The parameters for acceptance are as follows:
 - 1.2.1. Committed Information Rate is 2Mbps during working hours; and
 - 1.2.2. Average Latency: less than 250ms Stable internet service connection
- 1.3. The **SECOND PARTY** shall provide customer service unit who shall be available twenty four (24) hours, a day, seven (7) days a week, including holidays. Persons to be notified and contact details are listed in **Schedule B** of this Contract.
- 1.4. The **SECOND PARTY** shall perform its obligation with utmost care.
- 1.5. The **SECOND PARTY** represents that it has the necessary qualifications to render the services required by **FIRST PARTY** for the Contract and for the duration of the term and the Parties represent and warrant that they have the legal capacity to enter into this Contract.
- 1.6. The **SECOND PARTY** agrees not to assign any of its rights over this Contract.
- 1.7. Any confidential data or information which the **SECOND PARTY** may have known or have had access to by virtue of his engagement under this **CONTRACT** should not be revealed or discussed with any other personnel or person outside of **FIRST PARTY**. **FIRST PARTY** reserves its right of recourse, including the termination of this Contract and the filing/undertaking of the necessary legal actions, against **SECOND PARTY** in the event of violation of this provision.
- 1.8. The **SECOND PARTY** shall have no right or authority to assume or represent the existence of any relation with **FIRST PARTY** except in accordance with this Contract.

1.9. The **SECOND PARTY** agrees and binds himself to protect and hold **FIRST PARTY** free and harmless from any liability to third persons for failure on the part of **SECOND PARTY** to fulfill its obligations under and pursuant to this Contract.

1.10. The **SECOND PARTY** shall ensure that it will perform the services as stated in this Contract. In case of failure to deliver the services herein, the **SECOND PARTY** shall pay the **FIRST PARTY** liquidated damages in an amount equal to 1/10 of 1% of the cost of service for everyday of delay. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages which shall be deducted from any money due or which may become due to the **SECOND PARTY** or collected from any securities or warranties posted by it. All other conditions regarding liquidated damages shall be in accordance with Section 68 of R.A. No. 9184 and its Revised IRR; and

2. UNDERTAKING OF THE FIRST PARTY

2.1. The **FIRST PARTY** agrees to pay the **SECOND PARTY** the amount of **Two Hundred Sixty Eight Thousand Eight Hundred Pesos Only (Php268, 800.00)** or **Twenty Two Thousand Four Hundred Pesos Only (Php22, 400.00)** monthly for twelve (12) months inclusive of tax.

2.2. The **FIRST PARTY** shall not be responsible for any and all claims for injury or damages caused to any **SECOND PARTY** personnel while performing services under this Contract.

2.3. Forbearance or failure on the part of **FIRST PARTY** to exact or insist upon the strict compliance by **SECOND PARTY** of any of the terms and conditions of this Contract or of the general rules and regulations of **FIRST PARTY** shall not operate as a waiver of such or of any of the rights of **FIRST PARTY**. No term or condition of this Contract shall likewise be deemed to have been relinquished or waived by **FIRST PARTY** unless the waiver is in writing signed by its duly authorized officer stating expressly that it is intended to modify or waive the effect of such term or condition.

2.4. The **FIRST PARTY** may end the services of the **SECOND PARTY** or terminate this contract prior to the expiration for any reason. However, the **SECOND PARTY** is entitled to be notified of the termination of its services and that the termination shall be effective only after twenty (20) days from the receipt of the notice by personal receipt or thru mail in the address stated above. The termination shall entitle only the **SECOND PARTY** to the remaining amounts corresponding to the services rendered up to the time of termination and does not give rise to any other liability to the **FIRST PARTY**.

This Contract may be rescinded / terminated upon mutual consent of the **PARTIES**.

3. OTHER TERMS AND CONDITIONS

3.1. The Term of this Contract shall be for a period of twelve (12) months from **01 January 2016 to 31 December 2016**, and shall remain in full force and effect unless terminated or renewed upon mutual written agreement of both **PARTIES**.

3.2. This Contract may be modified or revised through mutual written


- 3.3. If any term or condition of this Contract is held invalid or contrary to law as declared by final judgment by a court of competent jurisdiction, the validity and enforceability or the other terms and conditions hereof shall not be affected thereby.
- 3.4. Any and all disputes arising from the implementation of this Contract shall be submitted first to arbitration in accordance with pertinent laws. The parties may resort to other alternative modes of dispute resolution pursuant to Section 59 of R.A. No. 9184 and its Revised IRR.
- 3.5. All other matters in respect of the procurement of this service and the implementation of this CONTRACT shall be governed by the applicable provisions of R.A. No. 9184 and its Revised IRR, as well as other pertinent laws, rules and regulations.

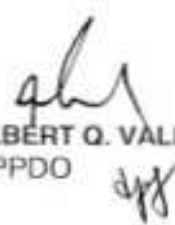
All documents in connection with this procurement are deemed part of this contract.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this
day **APR 04 2016**, Pasig City, Philippines.

**OVERSEAS WORKERS
WELFARE ADMINISTRATION**
(First Party)

By:



MS. REBECCA J. CALZADO
Administrator


DIR. ALBERT Q. VALENCIANO
Dir IV, PPDO


**COMCLARK NETWORK AND
TECHNOLOGY CORPORATION**
(Second Party)

By:


MS. ROSE ANN N. SALUNGA
Account Manager


MR. GARRY B. GOYALA
Group Head

Signed in the presence of:


HERMINIGILDO D. MENDOZA
OIC, Accounting Division

₱ 268,800.00 (Jan - Dec 2016)

0 - 0.00

2/1/2016

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.

PASIG CITY

BEFORE ME, appeared

	ID Numbers	Place of Issue	Date of Expiration
REBECCA J. CALZADO Administrator	Passport No. OE0013817	DFA- Manila	May 13, 2016
ROSE ANN N. SALUNGA Account Manager	Unified Multi- Purpose ID CRN-0111- 2813793-5		

Known to me and known to be the same persons who executed the foregoing agreement and acknowledged to me that the same is their free and voluntary act and deed and of the entries they respectively represent.

This instrument, consisting of eight (8) pages, including the annexes and the page on which this Acknowledgment is written, has been signed on the left margin of each and every page thereof by the above persons and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND SEAL this 04 2016

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Series of 2016

PASIG CITY
LEONARDO S. GODINEZ
NOTARY PUBLIC
PASIG, TAGUIG, SAN JUAN, PATEROS
Until December 31, 2016
GT-Pasig City Hall, Brgy. San Nicolas, Pasig City
Rol No. 20603 / 03-17-1966
PTR No. 1383952 / 01/04/16 Pasig City
I-P No. 1016928 / 12/28-15 Rizal
MCLE Compliance No. IV- NP 002342
Appointment No. 187 (2015-2016)
CELL No. 09996916131

SCHEDULE A SERVICE INTERRUPTION REBATE

Service Interruption: The SERVICES shall be provided on a 24-hour per day, 365-day per year basis (the scheduled Service Time). The duration of SERVICES interruption is measured by the number of hours during the Scheduled Service Time that elapses from the time of the actual interruption as noted by the Client and monitored by ComClark's computer to the time that ComClark notifies the Client that the SERVICES have been restored. Except for power interruption, power surges or fluctuation and failure of the Client's own equipment, credit for SERVICE interruption shall be allowed as follows:

Length of Interruption	Credit
Less than 30 minutes	None
31 – 179 minutes	1/10 day
180 – 389 minutes	1/5 day
390 – 539 minutes	2/5 day
540 – 719 minutes	3/5 day
720 – 899 minutes	4/5 day
900 – 1440 minutes	One day

**all downtime shall be reported to the call center for verification of claims.*

**SCHEDULE B
ESCALATION PROCEDURES**

LEVEL 1 – CLIENT reports trouble	Contact person	Contact no.	Email address
COMCLARK 24x7 Customer Services Unit	CSR on duty	63.2. 6670870 to 79	netsupport@comclark.com

Customer to provide the following:

1. Company Name
2. Metro Connect Circuit ID
3. Contact Person / Contact No./s
4. For internet – provide site address
5. Brief description of the problem

LEVEL 2 – One (1) Hour after reporting to Customer Service Representative

Customer Services Unit Head	Coco Mayo	63.2.6670880-88 local 4010 0920-9623832	srimayo@comclark.com
Network Operations Support Head	Emil Baniqued	63.2.6670880-88 local 4128 0917-8822510	labaniqued@comclark.com
Account Manager	Rosey Salunga	63.2.6670880-88 local 4111 0917-7451329	ransalunga@comclark.com

**LEVEL 3 –
Three (3) Hours after reporting to Customer Service Representative**

Chief Technical Officer	Ronald Brusola	63.2.6670880 to 88 local 4688	rgbrusola@comclark.com
Chief Operating Officer	Mauro Santos	63.2.6670880 to 88 local 4688	mpsantos@comclark.com

If required, for provincial sites and other areas outside of Metro Manila, engineers will be available within twenty-four (24) hours depending on available flight schedules.