



Republic of the Philippines  
**DON HONORIO VENTURA STATE UNIVERSITY**  
Bacolor, Pampanga  
TeleFax: (045) 901-0601  
Website: [www.dhvtu.edu.ph](http://www.dhvtu.edu.ph)  
E-mail: [dhvtu150@gmail.com](mailto:dhvtu150@gmail.com)

**NOTICE TO PROCEED**

February 11, 2020

**PLDT, INC.**  
PLDT General Office  
PO Box 2148, Makati City

SIR/MADAM:

The attached contract agreement/purchase order having been approved, notice is hereby given to **PLDT, INC.** that work may proceed on the "**RENEWAL OF THE UNIVERSITY'S INTERNET SUBSCRIPTION**" effective upon receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Very truly yours,

  
**ENRIQUE A. BAKING, Ed. D.**  
SUC President III

Conforme:

Name of the Representative of the Supplier:

  
Kimberly A. Davin

Name of Supplier

PLDT, Inc.

Date

February 11, 2020

**CONTRACT AGREEMENT**

THIS AGREEMENT made the 7<sup>th</sup> day of February, 2020 between DON HONORIO VENTURA STATE UNIVERSITY, represented by **DR. ENRIQUE G. BAKING**, address at Villa De Bacolor, Pampanga, Philippines, hereinafter called "the Entity" of the one part and PLDT, INC., represented by **DENNIS G. MAGBATOC**, address at PLDT, Inc., Ramon Cojuangco Building, Makati Avenue, Makati City, Philippines, hereinafter called "the Supplier" of the other part:

WHEREAS, the Entity desires to renew its existing contract with the Supplier viz., **"RENEWAL OF THE UNIVERSITY INTERNET SUBSCRIPTION"** after the satisfactory assessment of the quality of service by the existing internet service provider and the conduct of cost benefit analysis in the amount of **ONE MILLION THREE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED PESOS ONLY (P1,339,200.00)**, hereinafter called "the Contract Price";

WHEREAS, Section 3.2.1.3. of GPPB Resolution No. 41-2017 states that *"If results of said assessment or cost-benefit analysis, conducted by the end-user, continue to favor the existing service provider, then the Head of the Procuring Entity may simply renew its services. If it does not, then the procuring entity should bid said services in accordance with Subsection 3.2.2 of these guidelines. For efficiency and economy, during the effectivity of the contract, or upon its renewal, the PE may consider the expansion or reduction of the services provided by the existing service provider subject to the need of the PE and the best way by which such need may be addressed and satisfied, subject to existing budgeting, accounting and auditing rules."*

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

1	package	<b>Renewal of Contract for the Internet Connection Service with the following scope/requirements:</b>
		- 150 Mbps Upload/Download Committed Information Rate (CIR)
		- Provision of Dedicated Fiber Optic Leased Line Connection from the ISP's Central Facility to DHVSU Main Campus
		- Owner and maintainer of the last mile connection to DHVSU Main Campus via Fiber Optics
		- At least ten (10) Usable IP Addresses
		- 2 Caching DNS Servers
		- Assurance of 99.6% or higher Service Availability
		- IPv6 ready and/or compliant connection
		- On-line Usage & Statistics Tools
		- Diagnostic reports and updates in case of connection failure
		- Dedicated Account Manager to provide single point of contact
		- Must enter into a Service Level Agreement which defines parameters of Rebates System
		- 24/7 Customer Support
		- Maintenance and Technical Support
		- Preventive Maintenance per Quarter by a dedicated personnel, duly supervised by a Professional Electronics Engineer
		- Flexible and Scalable connection
		- Twelve (12) Months Contract (Renewable annually based on the annual assessment on the Quality of Service)

  
**JOSEPH R. DAVID**  
 Witness - PLDT, Inc.

FUNDS AVAILABLE: 10-9  
  
**JOSEPH R. GUINTU**  
 Witness - DHVSU

PHILIPPINE LONG DISTANCE TELEPHONE, INC.  
 Party of the Second Part  
 By:   
**DENNIS G. MAGBATOC**  
 AVP & CRM Head, Expatriate Luzon, PLDT, Inc.

DON HONORIO VENTURA STATE UNIVERSITY  
 Party of the First Part  
 By:   
**ENRIQUE G. BAKING, EdD.**  
 SUC President III

3. The contract duration is on a period of one (1) year commencing one (1) day after receipt of **Notice To Proceed**. Payment is computed and made based on monthly billing.
4. In case of failure to make the full delivery within the time specified, a penalty shall be imposed as provided for in the Bid Documents.
5. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the services and to remedy defects with the provisions of the Contract
6. The Entity hereby covenants to pay the Supplier in consideration of the provision of the services and the remedy of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

DON HONORIO VENTURA  
STATE UNIVERSITY  
Bacolor, Pampanga

By:

  
ENRIQUE G. BAKING, Ed.D.  
SUC President III

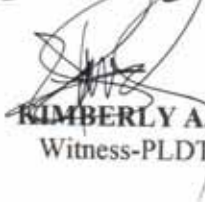
JOSEPH IAN P. GUINTU  
Witness-DHVSU

PLDT, Inc.  
Ramon Cojuangco Bldg.,  
Makati Avenue, Makati City

By:

  
DENNIS G. MAGBATO  
AVP & CRM Head, Enterprise Luzon, PLDT Inc.

WITNESSES:

  
KIMBERLY A. DAVID  
Witness-PLDT Inc.

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
Province of Pampanga ) S.S. Mundo, Pampanga  
Municipality of \_\_\_\_\_ )

**BEFORE ME**, a notary public in and for the Philippines, personally appeared **ENRIQUE G. BAKING**, President of **DHVSU**, with Residence Certificate No. 06176522 issued at **Bacolor, Pampanga**, on **January 28, 2020** and **DENNIS G. MAGBATOC, AVP & CRM Head, Enterprise Luzon of PLDT, Inc.**, with Driver's License No. N01-97-216792, Expiry date on September 19, 2023, known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free voluntary act and deed for the purpose therein stated and for entities they respectfully represent.

**IN WITNESS WHEREOF**, I have hereunto set my hands and affix my notarial seal to this instrument \_\_\_\_\_ day of FEB 07 2020 at the \_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
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**ATTY. RAUL F. MACALINO**  
Notary Public Until December 31, 2020  
Commission No. 18-19  
Roll No 36840  
IBP No Lifetime Member No. 09880  
MCLE Compliance No. VI-0009951-5 3-1P  
ATP No. 6562 64 1/2/20



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 E-mail: dhvtu150@gmail.com

**NOTICE OF AWARD**

February 5, 2020

**PLDT, INC.**  
 PLDT General Office  
 PO Box 2148, Makati City

SIR/MADAM:

We are happy to notify you that the **"RENEWAL OF THE UNIVERSITY'S INTERNET SUBSCRIPTION"** is hereby awarded to you through Direct Contracting at a Contract Price equivalent to **ONE MILLION THREE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED PESOS ONLY (P 1,339,200.00)**.

In accordance with the provisions of the tender documents you are required to enter and execute the contract agreement with this office within ten calendar days from the date of your receipt of this **Notice of Award**.

Please acknowledge agreement with the contents of this **Notice of Award** by signing under the **"CONFORME"** provided below and returning the same to this Office within the specified period stated above.

Very truly yours,

  
**ENRIQUE G. BAKING, Ed. D.**  
 SUC/President III

Conforme:

Name of the Representative of the Supplier:  \_\_\_\_\_

Name of Supplier: PLDT, Inc.

Date: February 5, 2020