



PABX SYSTEM SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation existing under the laws of the Philippines, represented herein by the Honorable **MA. JOSEFINA G. BELMONTE**, in his capacity as City Mayor, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, and hereinafter referred to as the **CITY**

- and -

PLDT INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 10th Floor Makati General Office (MGO) Building, Dela Rosa Street, corner Legaspi Street, Makati City, represented herein by its Authorized Representative, **JUAN S. ALONZO IV**, and hereinafter referred to as the **SERVICE PROVIDER**

RECITAL

WHEREAS, the **CITY** resolve to retain the best service of Telecommunication Company for the purpose of ensuring effective management and administration of incoming, internal and outgoing calls taking advantage of state of the art technology;

WHEREAS, the requirement of the **CITY** for an inbound customer solution with call transfer to different buildings, departments/offices and outside calls through the use of the latest version of Internet Protocol Private Automatic Branch Exchange (IP PABX) system is provided by PLDT INC. (the "**Service Provider**");

WHEREAS, the Bids and Awards Committee on Goods of the City issued Resolution No. 02-01, Series of 2020 recommending the procurement of services of the Service Provider through direct contracting as an alternative mode of procurement under Section 50(b) of RA 9184;

WHEREAS, as requested, the Service Provider submitted its quotation for the Project in the amount of Php6,993,600.00 with a contract period of one (1) year;

WHEREAS, quotation of the Service Provider was accepted and on MAR 27 2020, the Notice of Award for the Project was issued to the Service Provider, subject to the terms and conditions hereafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

Section 1. **Scope of Work.** Pursuant to and in accordance with the Contract Documents provided herein, the **SERVICE PROVIDER** undertakes and engages to deliver to the **CITY** the following:



- a. Maintenance of the following:
 - ISDN PRI - Integrated Services Digital Network Primary Rate Interface or Digital Trunkline Services
 - Terminal Blocks
 - System configuration and programming
 - Work station (inbound and outbound operation with UPS and back-up batteries to support full operations of the system)
 - Cabling installation for the activation of trunkline connection
 - Design and application integration
- b. Conduct latest training and seminar to supervisor, technicians and telephone operators
- c. Provide license permit for all equipment/unit needed in the operation of the system
- d. Reprogramming of local lines

System Feature/Equipment Specifications and Number of units
TECHNICAL

- Private Automatic Branch Exchange (PABX) telephone system that is IP (Internet Protocol) capable
- 60 ISDN Trunklines for QC Hall Main Building
- 376 Local lines for QC Hall Main Building
- 60 Digital handsets with display and speaker
- 316 Analog phones
- 6 Ports automated attendant with voicemail
- Free GSM gateway
- 30 ISDN trunklines for Civic Center
- 110 local lines
- 30 Digital handsets with display and speaker
- 80 Analog phones
- 6 Ports automated attendant with voicemail
- 4 Desktop with headsets and anti-virus with individual UPS (for contact center)
- 1 Leased line for interconnectivity
- 1 Leased line for interconnectivity (back-up)
- 1 Router
- 1 Switch (catalyst)
- 3 ACD licensed with dialer feature
- 1 Supervisor licensed with dialer feature with integrated call accounting and administration for monitoring trunklines
- 1 Interactive voice response system (IVRS) with integrated automated attendant with 16 simultaneous access
- 4 Recorder
- 1 Voice and data retention
- 1 UPS (not less than 5 hours back-up)
- Main distribution frame and terminal blocks

MA. JOSEFINA G. BELMONTE
City Mayor

JUAN S. ALONZO IV



- 1 Desktop for monitoring of trunklines with UPS (call accounting)
- 1 Desktop for monitoring of local lines with UPS (call accounting)

OTHER SERVICES

Training - PABX user's training and contact center training.

Further details of the scope of work are provided under the Terms of Reference (TOR), which shall form an integral part of this Agreement.

Section 2. **Contract Documents.** The following documents shall be read and construed as part of this Agreement, viz.:

- (a) Purchase Request No. GF-20-02-00003;
- (b) BAC-Goods Resolution No. 02-01, Series of 2020;
- (c) Duly Accomplished Request for Quotation;
- (d) Terms of Reference; and
- (e) Certificate of Availability of Fund (CAF).

Copy of the Contract Documents is hereto attached as **Annexes A to E**, respectively and inclusive, and form as integral parts of this Agreement.

Section 3. **Contract Period.** This Agreement shall be effective for a period of one (1) year commencing on MAR 27 2020 until MAR 26 2021.

Section 4. **Contract Price.** In consideration of the complete and faithful performance and/or delivery of any and all obligations of the **SERVICE PROVIDER** under this Agreement, the **SERVICE PROVIDER** shall be paid the total amount of **Philippine Peso: SIX MILLION NINE HUNDRED NINETY THREE THOUSAND SIX HUNDRED (Php6,993,600.00)**, inclusive of the 12% Value Added Tax (VAT) (the "**Contract Price**").

Section 5. **Terms of Payment.** The Contract Price shall be paid by the CITY in twelve (12) equal monthly payments, or in the amount of Php582,800.00 a month beginning APR 27 2020.

Section 6. **Price Adjustment.** The Contract Price shall be fixed and there shall be no price adjustment and escalation for the duration of the Agreement until and unless there exists an extraordinary circumstance as may be determined by the National Economic Development Authority that may warrant an increase of the Contract Price in accordance with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known as the Government Procurement Reform Act.

Section 7. **Representations and Warranties of the Service Provider.** The **SERVICE PROVIDER** hereby represents and warrants to the **CITY** as follows:

- a. The **SERVICE PROVIDER** is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.
- b. The **SERVICE PROVIDER** has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary



Section 9. *Events of Default of the Service Provider.* Any of the following shall constitute an Event of Default under this Agreement:

a. When the **SERVICE PROVIDER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SERVICE PROVIDER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SERVICE PROVIDER** for the benefit of its creditors; (iii) the admission in writing by the **SERVICE PROVIDER** of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the **SERVICE PROVIDER** or approving its reorganization, winding-up or liquidation, or (iv) the lawful appointment of a receiver or trustee to take possession of the properties of the **SERVICE PROVIDER**;

b. The **SERVICE PROVIDER** shall suspend or discontinue all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;

c. Any material breach by the **SERVICE PROVIDER** of any of its warranty, representation or covenant made under this Agreement.

Section 10. *Consequences of Default.* Upon occurrence of any Events of Default under this Agreement, the **CITY** may declare the **SERVICE PROVIDER** in default and shall have the right to:

- a. terminate this Agreement;
- b. call on the Performance Security to answer for any and all damages of whatever nature suffered by the **CITY** resulting or arising from the **SERVICE PROVIDER**'s default; and
- c. take such other steps or actions against the **SERVICE PROVIDER** for the full protection and enforcement of the **CITY**'s rights and interests.

Section 11. *Compliance with Laws, Ordinances and Regulations.* The **SERVICE PROVIDER** shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto.

Section 12. *Indemnities and Attorney's Fees.* Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 13. *Notification.* All notices and communications shall be done in writing and shall be directed as follows:



CITY:

OFFICE OF THE CITY MAYOR

c/o The Secretariat

Bids and Awards Committee on Goods

2ND Floor Procurement Department, Finance Building

Elliptical Road, Diliman, Quezon City

SERVICE PROVIDER:

PLDT INC.

10th Floor Makati General Office (MGO) Building, Dela

Rosa Street, corner Legaspi Street, Makati City

Section 14. *Miscellaneous Provisions.*

a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The **SERVICE PROVIDER** shall not assign its rights and obligations under this Agreement without the written consent of the **CITY**.

c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.

d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.

e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.

f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided*, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

MA. JOSEFINA G. BELMONTÉ
City Mayor

JUAN S. ALONZO IV



IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement on the _____ day of _____, 2020 at Quezon City.

QUEZON CITY GOVERNMENT

PLDT INC.

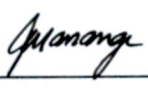
By:


MA. JOSEFINA G. BELMONTE
City Mayor

By:


JUAN S. ALONZO IV
Authorized Representative

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
Officer-in-Charge, City Accounting Dept.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the above locality, personally appeared:

Name

Competent Evidence of Identity

Quezon City Government

represented by

MA. JOSEFINA G. BELMONTE

PLDT INC.

represented by

JUAN S. ALONZO IV

Identification No. OCM-0081744


Driver's License NO489116426

all known to me to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is their free and voluntary deeds as well as the free and voluntary deeds of the parties they represent.

I certify that the foregoing Disaster Recovery Facility and Connectivity Agreement, signed by the parties and their instrumental witnesses, consists of seven (7) pages, including this page on which the acknowledgement is written.

IN WITNESS WHEREOF, I have affixed my signature and seal this 27th day of March 2020, at the Quezon City, Metro Manila, Philippines.

Doc. No. 191;

Page No. 38;

Book No. 003;

Series of 2020.

ATTY. MARK JOSEPH E. MARCELO
NOTARY PUBLIC
ROOM 405 PM BUILDING, MATALINO ST. Q.C.
ROLL NO. 59314 / NOTARIAL NO. 259
UNTIL DECEMBER 31, 2020
PTR NO. 7377353 / 1-08-10 / Q.C.
IBP NO. 016606 / MCLE NO. VI-0025095



to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.

c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.

d. This Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:

i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents;

ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;

iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or

iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.

g. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.

h. Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

Section 8. **Indemnification.** The **SERVICE PROVIDER** shall indemnify and save the **CITY** and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the fault or gross negligence of the **SERVICE PROVIDER's** officers, personnel and persons acting on its behalf.

MA. JOSEFINA G. BELMONTE
City Mayor

JUAN S. ALONZO IV