

CONTRACT FOR THE SUBSCRIPTION TO MULTI-PROTOCOL LABEL SWITCHING

This Agreement made and entered into this _____ day of July, 2022 at Makati City, Metro Manila, Philippines by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83 as amended, with office address at Secretariat Building, Philippine International Convention Center, Pasay City represented herein by **Director OLIVER V. CHATO** of the Information and Communications Technology Department, duly authorized to sign this Contract under SEC Office Order No. 270, series of 2019 copy of which is hereto attached and, marked as Annex "A", hereinafter referred to as the "**SEC**";

-AND-

PLDT INC., a corporation duly organized and existing under and by virtue of Philippine laws and with principal office address at Ramon Cojuangco Building Makati Avenue, Makati City, represented herein by the First Vice President and Sector Head of PLDT Alpha-Business, **VICTOR Y. TRIA**, authorized to sign this contract under Secretary's Certificate dated May 23, 2022 a copy of which are hereto attached as annex "B" hereinafter referred to as the "**PLDT**"

WITNESSETH That:

WHEREAS, the SEC Bids and Awards Committee (BAC) conducted public bidding for the project, **Subscription to Multi-Protocol Label Switching** (the "**Project**") with an Approved Budget for the Contract of Php 7,000,000.00 which was posted on April 29, 2022 at PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards continuously for at least seven (7) days;

WHEREAS, the bid of **PLDT INC.** in the amount of **Six Million Five Hundred Thousand Pesos (Php6,500,000.00)** VAT inclusive, was declared as the **Single Calculated and Responsive Bid** for the Project;

WHEREAS, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, the Notice of Award for the Project was issued to **PLDT INC.** last June 29, 2022;

WHEREAS, on July 13, 2022, **PLDT INC.** posted its Performance Security in the form of Bank Guarantee issued by Rizal Commercial Banking Corporation in the amount of **Three Hundred Fifty Thousand Pesos (Php350,000.00)**.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. The contract shall be effective from its execution and shall have a term of One (1) year from the acceptance of the Project.
2. In this Contract, the words and expressions shall have the same meaning as are respectively assigned to them in the General Specification of this Contract.;
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely;

ANNEX	DESCRIPTION OF DOCUMENTS	NO. OF PAGES
A	Authority to Sign SEC Office Order No. 270 series of 2019	1
B	Secretary's Certificate of PLDT Inc.	1



C	SEC Bidding Documents	51
D	Bid Bulletin No. 1	3
E	Bidder's Eligibility and Technical Documents	328
F	Bidder's Financial Proposal	4
G	General Conditions of the Contract	3
H	Special Conditions of the Contract	4
I	Notice of Award	1
J	Performance Security	2

4. In consideration of the payments to be made by SEC, PLDT hereby covenants with SEC to deliver and provision the Project i.e., **Subscription to Multi-Protocol Label Switching** in conformity with all respects of the provisions of this Contract;
5. The SEC hereby agrees to pay PLDT the amount of **Six Million Five Hundred Thousand Pesos (Php6,500,000.00), inclusive of 12% VAT** ("Contract Price"), in consideration of its performance of the services and delivery of goods under the provisions of this Contract at the times and in the manner prescribed herein. Parties agree that the Contract Price shall be paid in twelve (12) equal monthly installments.;
6. In order to assure that manufacturing defects shall be corrected by the supplier, a Warranty Security shall be required from the contract awarded for a period of one (1) year after acceptance of SEC through its Information and Communications Technology Department (ICTD).
7. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the City of Pasay or in the City of Makati, at the option of the plaintiff, shall be the sole venue and jurisdiction of the filing of such action.
8. If any term, provision, covenant or condition of this Contract and its annexes is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
9. In carrying out the provisions of this Contract, there shall be no personal liability on the officials and employees of the SEC, it being understood that in such matters they act as agents and representatives of the SEC.
10. Any amendment to, or modification of this Agreement will not be effective and binding unless reduced in writing and signed by the authorized representative of the parties.
11. PLDT shall not assign or otherwise transfer its obligation under this Agreement without the prior written consent of the SEC.
12. This Agreement may be terminated by either party upon written notice served on the other party at least thirty (30) days prior to the intended date of termination.

The foregoing notwithstanding, a party may terminate this Agreement, with the immediate effect upon receipt of the notice of termination, on the ground of:

- (a) Breach by the other party of its obligation herein, or
- (b) Insolvency

Any termination effected under this provision shall be without prejudice to other remedies available to the party who is not in breach under applicable rules



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

**SECURITIES & EXCHANGE
COMMISSION ("SEC")**
T.I.N. 000-190-308-000


PLDT INC.
("SUPPLIER")
T.I.N. 000-488-793-000

Signing for, and on Behalf of the Chairperson;

By:


OLIVER V. CHATO
OIC-Director, ICTD
TIN: 116-242-160

By:


VICTOR Y. TRIAS
First Vice-President and
and Sector Head of Alpha Business

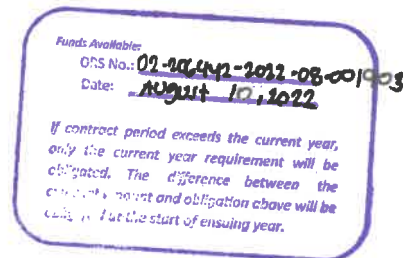
Signed in the Presence of Witnesses


RODEL SJ PRESO
End-user Department Representative


ERLINDO C. TACNENG Jr.
Relationship Manager, PLDT Inc.

Certified Funds Available:


DONDIE Q. ESGUERRA
Director, FMD



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}
MAKATI CITY } S.S.

BEFORE ME, This _____ AUG 03 2022 day of _____ 2022 personally appeared the following:

VICTOR Y. TRIA **Passport No. P8794830A** **Sept 18, 2018** **DFA NCR South**

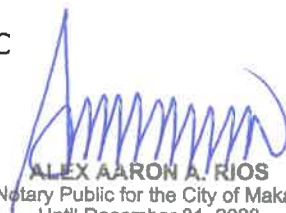
known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

I further certify that this instrument refers to a Contract Agreement for the **Subscription to Multi-Protocol Label System for a period of one (1) year** and all its Annexes and sealed with my notarial seal.

NOTARY PUBLIC

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Book No. X
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ALEX AARON A. RIOS
Notary Public for the City of Makati
Until December 31, 2023
Appointment No. M-189
Roll of Attorneys No. 51139
IBP Lifetime No. 1031694 – 02/16/16
PTR O.R. NO. 8858537 - 01/06/2022 Makati City
9/F, MGO Bldg. Legazpi St. Legazpi Vill., Makati City, MM

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
Makati CITY } S.S.

BEFORE ME, This 01 SEP 2022 day of _____ 2022 personally appeared the following:

OLIVER V. CHATO


TIN: 116-242-160

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

I further certify that this instrument refers to a Contract Agreement for the **Subscription to Multi-Protocol Label System for a period of one (1) year** and all its Annexes and sealed with my notarial seal.

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Series of 2022


Atty. Jerry Lou Decano
Administering Officer
SEC, Securities Counsel II
Securities and Exchange Commission
Republic of the Philippines