

NOTICE TO PROCEED

MR. MANUEL V. PANGILINAN

President and Chief Executive Officer

PLDT INC.10th floor Makati General Office (MGO) Bldg.
Dela Rosa St., cor. Legaspi St. Makati CityDear **Mr. PANGILINAN:**

Please be informed that you may now proceed as the Service Provider for the contract entitled **"Lot No. 2 (Secondary Internet and Internet Protocol Virtual Private Network (IPVPN) for the Subscription of Managed Network Services for DSWD Programs and Services"** with ITB No. **GOP/20-DSWD-003** under the **Contract No. 20-03-0014** amounting to **Eighteen Million Pesos (PhP 18,000,000.00)** inclusive of all applicable taxes.

This Notice binds you your bid price proposal, schedule of requirements, technical specifications, and other terms and conditions stipulated in the contract. Submission of Project Management Plan and installation shall be made sixty (60) calendar days after receipt of this notice. Subscription will start on 01 April 2020 until 31 December 2020.

We acknowledge receipt of your Performance Security in a form of:

	Form of Performance Security	Amount of Performance Security
<input type="checkbox"/>	Cash or cashier's / manager's check	
<input type="checkbox"/>	Bank draft/guarantee or irrevocable letter of credit	
<input checked="" type="checkbox"/>	Surety bond	₱ 5,400,000.00

Kindly affix your signature in the space provided below

Very truly yours,


DANILO G. PAMONAG

Undersecretary for Social Welfare and Development

CONFORME:


MANUEL V. PANGILINAN
Authorized Representative

Date: MARCH 31, 2020

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a government agency with principal office address at IBP Road, Constitution Hills, Quezon City, Metro Manila, represented by its Undersecretary for Social Welfare and Development, **DANILO G. PAMONAG**, (hereinafter called the "PROCURING ENTITY");

-and-

PLDT INC., a corporation organized and existing under Philippine law, with principal business address at 10th floor Makati General Office (MGO) Building, Dela Rosa Street, corner Legaspi Street, Makati City, Philippines, represented herein by its President and Chief Executive Officer, **MANUEL V. PANGILINAN** (hereinafter called the "SUPPLIER");

WHEREAS, the Procuring Entity through Competitive Bidding invited Bids for certain goods and ancillary services, specifically for "**Lot No. 2 (Secondary Internet and Internet Protocol Virtual Private Network (IPVPN) for the Subscription of Managed Network Services for DSWD Programs and Services**" where two (2) bidders submitted their bid proposal, and after deliberation of the Bids and Awards Committee (BAC) and pursuant to BAC Resolution No. 20-02-017, has accepted the Bid of the Supplier being the Lowest Calculated and Responsive Bidder (LCRB), with the total contract price of **Eighteen Million Pesos (PhP18,000,000.00)** (hereinafter called "the Contract Price"), inclusive of all applicable taxes.

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, namely:
 - (a) the Bid Form and the Price Proposal Form/Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Supplemental/Bid Bulletin; and,
 - (g) the Procuring Entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as ~~hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to~~ provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying 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 signed this Contract in Quezon City, Philippines on the 31 day of March 2020.

For the **Department of Social Welfare and Development**



DANILO G. PAMONAG
Undersecretary for Social Welfare and Development


For the **PLDT Inc.**

By:


MANUEL V. PANGILINAN
President and Chief Executive Officer 

-Witnesses-





Certified funds available:


JUBIE LEAH MAE S. COLES
OIC Chief, Accounting Division

01-2000001-0001-707003-10882

200000100001000

₱18,000,000.00

Republic of the Philippines)
_____) S.S.
QUEZON CITY

BEFORE ME, a Notary Public for and in Quezon City, on this 31 day of MAR 2020 personally appeared the following with their respective proof of Identification;

DANILO G. PAMONAG

ID Type/No. : Passport S00157324
Place Issued : DFA Manila
Date Issued : June 21, 2019

MANUEL V. PANGILINAN

ID Type/No. : Passport No. P9969361A
Place Issued : DFA NCR EAST
Date Issued : Dec 18, 2018

Both known to me to be the same people who executed the foregoing instrument and who acknowledge to me that the same is their own free will and voluntary act and deed.

This agreement consisting of three (3) pages signed by the parties and their instrumental witnesses in all pages refer to an AGREEMENT for the **“Lot No. 2 (Secondary Internet and Internet Protocol Virtual Private Network (IPVPN) for the Subscription of Managed Network Services for DSWD Programs and Services”** by the SUPPLIER.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC

ATTY. ELISEO S. CALMA, JR.
Notary Public Quezon City
Until December 31, 2020
PTR No. 9521280 1/21/2020-QC
IBP No. 095280 / Roll No. 50183
MCLE Comp. No. VI-0012817
ADM. Matter No. NP-067

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