

Republic of the Philippines
DEPARTMENT OF ENERGY
Energy Center, Rizal Drive
Bonifacio Global City (BGC)
Taguig City, Metro Manila

CY 2024 CONTRACT FOR PABX SYSTEM MAINTENANCE SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____ 2024 at Bonifacio Global City (BGC), Taguig City, Metro Manila by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended, with principal office address at Energy Center, Rizal Drive, Bonifacio Global City (BGC), Taguig City, Metro Manila, represented in this Act by its **Director** for Administrative Services, **ELISA B. MORALES.**, hereinafter referred to as the "**CLIENT**";

and

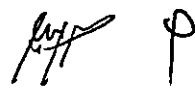
EBDI Philippines, Inc., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2F UPRC III Building, 2289 Don Chino Roces Avenue, City of Makati, represented in this Act by its **Sales Director**, **RIMEL R. POBLACION**, hereinafter referred to as the "**CONTRACTOR**".

CLIENT and **CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

WITNESSETH: That -

WHEREAS, **CLIENT** is in need of the services of a duly licensed and reputable company to maintain its one (1) unit Alcatel-Lucent OmniPCX Enterprise Private Automatic Branch Exchange (PABX) System installed at its Main Building located inside the Energy Center, Rizal Drive, Bonifacio Global City (BGC), Taguig City, Metro Manila;

WHEREAS, **CONTRACTOR** is an authorized distributor of Alcatel-Lucent OmniPCX Enterprise System in the Philippines as well as spare parts thereof and is highly recommended by Alcatel-Lucent to render maintenance and after sales services to



CLIENT as indicated in the Certification issued on 18 January 2020 by Alcatel-Lucent Philippines, Inc.;

WHEREAS, **CONTRACTOR** offered to furnish the above services needed by **CLIENT** and **CLIENT** is willing to accept said offer of **CONTRACTOR**;

WHEREAS, upon the recommendation of the **CLIENT's** Bids and Awards Committee (BAC) through its BAC Resolution No. 148 dated 09 May 2024 and approved by the Department's Undersecretary, this Contract has been awarded to **CONTRACTOR** through the use of the Alternative Method of Procurement (AMP), in particular, Direct Contracting, pursuant to Section 50 (c) of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise known as the Government Procurement Reform Act;

NOW, THEREFORE, for and in consideration of the foregoing premises, and their mutual covenants hereinafter set forth, the **PARTIES** have agreed as follows:

1. **CONTRACTOR** agrees to provide on-site and remote Preventative Maintenance (PM) services to be rendered quarterly to **CLIENT's** PABX System hereinafter referred to as the EQUIPMENT and as described below:

ONE (1) UNIT ALCATEL-LUCENT OmniPCX Enterprise PABX System

Digital Trunks EI 1	:	30
Analog Trunk Interface	:	4
Analog Local Interface	:	304
Digital/IP Local Interface	:	51
Operator Console/PC Base	:	1

The PM coverage includes, but are not limited to, the following:

- Software check, such as, size of files, clean-up of data
- Hardware performance check, when applicable
- Creation and safekeeping of backups (system and database)
- System checks for safety or redundancy mechanisms
- Trunk status checks

2. **CLIENT** agrees to give **CONTRACTOR** a thirty (30)-day advance notice in case of transfer, sale or conveyance of the ownership, possession or administration of the building and premises where the EQUIPMENT is installed;



3. **CONTRACTOR** agrees to provide Corrective Maintenance (CM) in response to service calls received from **CLIENT** and as such necessitated by findings during PM activities. CM shall be rendered any day between Monday to Sunday, 8:00 AM to 5:00 PM, and shall consist of on-line and/or on-site technical support for problem resolution, including repair or replacement of faulty parts, such as terminals/telephone units, modem, line trunk, and common control cards, connecting box, power supplies, and the operator console. Upon notification of **CLIENT**, **CONTRACTOR** shall also provide remote technical assistance within one (1) hour after the reported trouble and on-site intervention within four (4) hours if remote action failed to solve the problem. If the problem is the result of the **EQUIPMENT**'s hardware anomaly, the **CONTRACTOR** shall provide an advanced replacement unit (without cost) within one (1) working day from the time such problem has been diagnosed and will pull out the defective unit for repair. Except for terminals/telephone units, the replacement unit shall become the property of the **CLIENT**, while the original defective unit, when repaired and tested, shall become the **CONTRACTOR**'s property. In case the defective parts are found to be irreparable, the **CLIENT** agrees to defray the cost of replacement part/s subject to Provision No. 6 of this Contract. However, the **CONTRACTOR** must first secure the **CLIENT**'s written approval of **CONTRACTOR**'s quotation for the necessary replacement parts before the actual initiation of work.

The following are excluded from CM:

- a. New installation and/or alterations of as-built plans;
- b. Assistance in testing/POC (Proof of Concept) of 3rd party equipment supplied by other vendors;
- c. Provision of software updates or upgrades, except for software bug fixes;
- d. Repair of phased-out hardware and terminals/phones;
- e. Conduct of traffic statistics;
- f. Repair of defective cards, terminals/phones and power supplies to be undertaken at EBDI Laboratory and Repair Center or at ALCATEL-LUCENT's factory, as necessary;
- g. Support for outdated/phased-out Software Release;
- h. Software Support, if not covered by the Alcatel-Lucent Enterprise Software Premier Support (SPS);



- i. Supply of consumables, such as, backup batteries, telephone cords and blocks, connection cables and connectors; and
 - j. Cost to dispatch terminals/telephone units outside Metro Manila.

4. This Contract for PABX Maintenance Services shall be effective for a period of two (2) quarters starting on **01 July 2024** until **31 December 2024** or to start within the specified date indicated in the pertinent Notice to Proceed (NTP) to be issued by the **Procurement Management Division (PMD)** of **CLIENT** after the Contract has been signed by the **PARTIES** and notarized. This shall be effective within the afore-cited period unless sooner terminated by either **PARTY** upon thirty (30) days prior written notice. Notwithstanding the foregoing, in the event that **CLIENT** or **CONTRACTOR** is prevented from doing business due to war, civil commotion, strikes, acts of God, force majeure, or any other cause beyond its control, this Contract shall be deemed suspended and its duration extended for a period equal to the period of suspension thereof, unless, **CLIENT** terminates this Contract by reason of such force majeure causes;

5. For and in consideration of the services to be rendered by **CONTRACTOR** to **CLIENT** in accordance with this Contract, **CLIENT** shall pay **CONTRACTOR** the quarterly amount of **Fifty-Three Thousand Six Hundred Ninety-Five Pesos and 17/100 (P53,695.17)** or a total amount of **One Hundred Seven Thousand Three Hundred Ninety Pesos and 34/100 (P107,390.34)** inclusive of any and all kinds of fees, charges, and taxes, for the whole contract period covering 01 July 2024 to 31 December 2024 or as computed thereafter reckoned from the effectivity date as indicated in the NTP. **CONTRACTOR** shall submit quarterly bills for the services rendered on or before the second day of the succeeding month of that quarter, together with all the supporting documents including a Certificate from **CONTRACTOR** and acknowledged by **CLIENT's** General Services Division (GSD) concerned personnel that such services have been rendered including on-call (emergency services) for a particular quarter where payment is claimed;

6. **CONTRACTOR** shall provide **CLIENT** a six (6)-month warranty from the time the replacement parts are installed whereby any damage and/or malfunction of the replacement parts within the warranty period shall be repaired and/or parts be replaced immediately without cost to **CLIENT**. This warranty, however, does not cover instances where damage or malfunction or dysfunction of the **EQUIPMENT**

- is caused or brought about by gross negligence, fraud, bad faith, malice or wanton act of **CLIENT** or any other cause beyond **CONTRACTOR's** control;
7. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that venue for purposes thereof shall be laid exclusively with the proper courts in Taguig City, Metro Manila with the exclusions of other courts and that the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines;
 8. The **PARTIES** agree that **CONTRACTOR** may assign whatever interest or right it may have under this Contract to any third party upon prior written notice and consent of **CLIENT**;
 9. In case of breach or violation of any terms and conditions of this Contract, **CONTRACTOR** shall pay **CLIENT** an equivalent amount of One Tenth of One Percent (0.1%) of the TCP per day of violation. Likewise, in any litigation wherein the court ruled against **CONTRACTOR**, **CONTRACTOR** shall pay **CLIENT** the attorney's fee and cost of the suit which shall not exceed twenty five percent (25%) of the TCP;
 10. **CONTRACTOR** warrants that it or any of its officials or representatives has/have not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** has, or its officials or representatives have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay commission, percentage, brokerage or contingent fee. **CONTRACTOR** hereby agrees that breach of any of these warranties shall be sufficient ground for **CLIENT** at its discretion either to terminate or cancel this Contract or deduct such commission, percentage, brokerage or contingent fees from the TCP without prejudice to **CONTRACTOR's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;
 11. **CONTRACTOR** is an independent business organization and all technicians that are assigned to perform the required services under this Contract shall be deemed to be employees of **CONTRACTOR**, and in no case shall be deemed to be




employees of **CLIENT**. Should any of the technicians commit any act which may be prejudicial to the interest of **CLIENT** or be found to be incompetent or negligent in the performance of herein contracted services, **CONTRACTOR** shall immediately discharge or replace the concerned technician/s. **CONTRACTOR** binds itself to comply strictly with the Rules and Regulations pertaining to **CONTRACTOR**'s technicians' offenses as stated in Annex "A" hereof;

12. It is the sole responsibility of **CONTRACTOR** to comply with Labor laws and rules and regulations insofar as they apply to the technicians assigned by **CONTRACTOR** to **CLIENT**. **CONTRACTOR** shall hold **CLIENT** free and harmless from any and all liabilities, claims or actions arising from such labor laws, rules and regulations as well as from any accident that befall the technician/s assigned to **CLIENT** while in the performance of their duties.

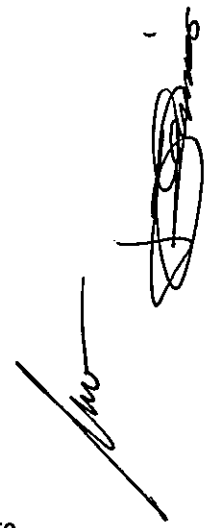
In case of labor disputes involving the technicians assigned by **CONTRACTOR** to **CLIENT**, **CONTRACTOR** holds **CLIENT** free and harmless from any expenses incurred in connection with said labor disputes. In the event that **CLIENT** will incur liabilities and/or expenses in connection with said labor disputes, **CLIENT** shall immediately proceed against any payment that may be due or owing to **CONTRACTOR** and/or the Performance Bond of **CONTRACTOR** as provided in the next succeeding paragraph;

13. Any or all taxes, duties, fees and charges and other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of the law;
14. In the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, money and/or accounts receivable which are in control and possession of **CLIENT** that may be due or owing to **CONTRACTOR**;
15. **CONTRACTOR** is aware that **CLIENT** is a government agency and as such, is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such





- legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in the most equitable manner consistent with good faith;
16. **CONTRACTOR** shall not be responsible for any accident and/or damages (consequential or otherwise) to person/s and/or properties in the operation of the above-described PABX System except when such accident and/or damages were directly caused by the negligence or omission of **CONTRACTOR** and/or its technicians in the performance of the work under this Contract. Likewise, if **CONTRACTOR** and/or its technicians have contributed in any manner in said accident and/or damage, **CONTRACTOR's** liability shall be limited to such contributory fault or negligence. **CONTRACTOR** hereby agrees to indemnify **CLIENT**, its guests or personnel for any death or injury that may be suffered, or pay or replace the value of property lost or damage as the case may be, not later than thirty (30) calendar days after a formal claim has been filed against it by **CLIENT**;
 17. **CONTRACTOR** warrants that it shall obtain all necessary permits and licenses required by national or local authorities, or by civilian or military authorities, in order to continue operating legally;
 18. This Contract may be amended upon the written agreement of the **PARTIES**;
 19. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions shall not be affected thereby.

A handwritten signature and a large, circular scribble are located in the bottom right corner of the page. The signature appears to be written in black ink and is partially obscured by the scribble.

IN WITNESS WHEREOF, the **PARTIES** hereto have signed this instrument on the date and place first above written.

DEPARTMENT OF ENERGY
(CLIENT)

EBDI PHILIPPINES, INC.
(CONTRACTOR)

By:

By:

Dir. ELISA B. MORALES
Director, Administrative Services

RIMEL R. POBLACION
Sales Director

Signed in the presence of:

Engr. JERICHO O. BRAGADO
Chief, General Services Division

MICHAEL ANDREW C. SERRANO
Business Solutions Specialist

HELEN C. ROLDAN
OIC-Chief, Accounting Division

CAF No. 01-24-07-255

CAF Date: July 19, 2024

PR No. 02-0101-2024-04-0177

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**ATTACHMENT TO CY 2024 CONTRACT FOR PABX SYSTEM
MAINTENANCE SERVICES**

ANNEX "A"

**RULES AND REGULATIONS PERTAINING TO
CONTRACTOR'S WORKERS' OFFENSES**

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. The **CONTRACTOR** shall impose or apply the appropriate penalties or sanctions or corrective measures on its highly skilled specialty trade workers assigned at **DOE** who commit such misbehavior or misconduct.

1. Conduct and Behavior

- a. Commission of an act which is or may constitute a crime;
- b. Holding of unauthorized meeting at **DOE's** premises that would adversely affect **DOE's** operation/activities;
- c. Commission of an illegal or immoral act within **DOE's** premises;
- d. Carrying prohibited weapons or banned objects within **DOE's** premises;
- e. Fighting or attempting bodily harm on any person except in self-defense while within **DOE's** premises or while performing work for **DOE** whether within or outside its premises;
- f. Malicious mischief or horseplay resulting in injury to persons or destruction of **DOE's** property for which it may be held liable;
- g. Intimidations or coercion of fellow **CONTRACTOR's** workers, **DOE's** employees, customers, guests and/or any person, in any manner which adversely affects **DOE's** interests;
- h. Concealing a disease which endangers fellow **CONTRACTOR's** workers or **DOE's** employees and guests;
- i. Refusal to submit to or failure to meet security requirements of **DOE** or being in the opinion of **DOE**, a poor security risk;
- j. Intentionally damaging **DOE's** property or any property for which the **CONTRACTOR** may be held liable; and
- k. Failure to carry out instructions of superiors and/or **DOE's** GSD Chief or his authorized representative. Further, entertaining personal requests relating to specialty trade works not approved by the GSD Chief.

2. Dishonesty

- a. Unauthorized use of **DOE's** resources;
- b. Stealing and attempting to steal from **DOE**, its employees, guests or fellow **CONTRACTOR's** workers;

- c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within **DOE's** premises;
- d. Substituting material and/or object with intent to gain;
- e. Obtaining or attempting to obtain **DOE's** funds, equipment, products, supplies and materials through fraudulent means from **DOE's** suppliers, warehouses, plants or stations, and other assigned work places; and
- f. Defrauding **DOE** in any manner.

3. Alcoholic Beverages or Prohibited/Regulated Drugs

- a. Unauthorized use or possession of prohibited/regulated drugs within **DOE** premises;
- b. Drinking liquor within **DOE** premises except during official occasions and locations authorized by **DOE**;
- c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs; and
- d. Selling or inducing any person to take prohibited/regulated drugs within **DOE's** premises except when duly authorized for medical reasons.

4. Safety

- a. Failure to observe **DOE's** safety rules and regulations;
- b. Carelessness with regard to safety of fellow **CONTRACTOR's** workers or **DOE's** employees, guests and visitors;
- c. After having access to information, failure to report immediately, an accident or injury involving fellow **CONTRACTOR's** workers, **DOE** employees or damage to **DOE** property;
- d. Smoking in "No Smoking" areas within **DOE's** premises or property;
- e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within **DOE** premises or property;
- f. Removing safety devices from **DOE's** machinery, equipment or any other property without permission;
- g. Driving **DOE** vehicle recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within **DOE** premises;
- h. Allowing unauthorized persons to operate **DOE's** vehicle or equipment when the same is assigned to him/her;
- i. Driving under the influence of liquor or prohibited/regulated drugs;

- j. Intentionally destroying or damaging **DOE's** property or other equipment;
- k. Failure to wear safety attire when prescribed within **DOE's** premises;
- l. Staying after work in **DOE's** premises unless otherwise authorized by the Chief of General Services Division (GSD);
- m. Unauthorized entry in restricted areas/office/closed rooms within **DOE** premises; and

5. **Other Acts or Omissions**

- a. Improper or non-wearing of **CONTRACTOR's** uniform when working at **DOE's** premises and/or in **DOE's** other sites;
- b. Use of stairwell in going up and down **DOE's** building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;
- c. Discourtesy to **DOE's** personnel, guests, visitors and other **SERVICE PROVIDER's** workers;
- d. Use of **DOE's** telephone direct line in placing outside call without proper written authorization from the GSD Chief of **DOE**; and
- e. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **DOE's** premises.
