

**Contract Agreement for Provision of Primary Internet Services for 2024
for DSWD MIMAROPA Regional Office**

CONTRACT AGREEMENT

THIS AGREEMENT was made this ___ day of 05 APR 2024 2024 between:

The **Department of Social Welfare and Development MIMAROPA Region** located at 1680 F. T Benitez cor Malvar Sts., Malate, Manila, Philippines represented by **Regional Director LEONARDO C. REYNOSO, CESO III** (hereinafter called the "Procuring Entity") of the one part.

and

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines represented by its authorized representative **PATRICK PAUL A. GATCHALIAN** located at New Street Building, MacArthur Highway, Balibago, Angeles City, Pampanga (hereinafter called "the **Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids through Competitive Bidding for certain goods and ancillary services, particularly the **Provision of Primary Internet Services in the Regional Office for 2024**, and has accepted a Bid by the supplier for the supply of those goods in the sum of **Three Million Two Hundred Forty-Eight Thousand Eight Hundred Eighty-Eight Pesos Only (Php 3,248,888.00)** inclusive of all applicable taxes (hereinafter called "the Contract Price").

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as an integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletin, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to a request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

Leonardo C. Reynoso
LEONARDO C. REYNOSO, CESO III
Regional Director

Patrick Paul A. Gatchalian
PATRICK PAUL A. GATCHALIAN
Converge ICT Solutions Inc.,

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of **Three Million Two Hundred Forty-Eight Thousand Eight Hundred Eighty-Eight Pesos Only (Php 3,248,888.00)** or such other sums as may be ascertained, the Supplier agrees to *provide the goods and services and to remedy defects therein in conformity, in all respects, with the Terms of Reference*, in accordance with its Bid.
- 4. The *Procuring Entity* hereby covenants to pay the Supplier the Contract Price, subject to the Supplier's delivery of goods and services and remedying of defects.
- 5. When the supplier fails to deliver goods under the contract within the specified delivery schedule, the supplier shall pay the entity liquidated damages in an amount equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances.

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.

For:

DSWD MIMAROPA Region

LEONARDO C. REYNOSO, CESO III
Regional Director

For:

CONVERGE ICT SOLUTIONS INC.,

PATRICK PAUL A. GATCHALIAN
Head of Enterprise and Wholesale Segment of the Corporation

Witnesses:

TERESITA L. VALENTINO
ARD for Administration

MARCEL A. GALLENANTO
KEY ACCOUNT MANAGER

Certified Funds Available:

Jeanne Ann P. Francisco
Administrative Officer II
Section Head -Accounting

ID No. DSWD 10-04-009
Issued at: Quezon City
Issued on: Jan 28, 2020

ID No. P9580520B
Issued at: DFA MANILA
Issued on: APR 11, 2022

Both are known to me to be the same person who executed the foregoing instrument and acknowledge the same was their free voluntary act and deed and that of the contractor/agency they represent.

This document consists of three (3) pages including this page upon which this acknowledgment is written, signed by the parties and their instrumental witness in the space provided for their signature on the left-hand margin on every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year, and place above written.

Doc. No. 43
Page No. 10
Book No. XII
Series of 2024

ATTY. ANGELITO R. VILLARIN
Notary Public for Pasig City
until December 31, 2025
Unit 405 Jade Center Building
105 Shaw Boulevard, Pasig City
PTR No. 21046195 - January 02, 2024, Rizal
IBP OR No. 384861 - January 02, 2024, Pasig City
Roll No. 39624
MCLE Compliance # VII-0017644; 05/11/22
TIN No. 119-197-689-000