



Baron Josefa Morales
 Converge's Witness

Patrick Paul A. Gatchalian
 Converge's Authorized Representative

Marcelino G. Veloso
 DepEd's Witness

Atty. Marcelino G. Veloso III
 DepEd

PROJECT: Procurement of Internet Service Provider for DepEd CO (1GBPS) (Rebid)
CONTRACT NO.: 2024c-ICTS3(012)-BII-CB028a-C269

CONTRACT

DEC 27 2024

THIS CONTRACT made and entered into this _____ day of _____ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary for Information & Communications Technology Service, **ATTY. MARCELINO G. VELOSO III**, as per DepEd Order No. 017. s. 2024 dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.**, represented herein by its Head of the Enterprise and Wholesale Segments of the Corporation, **PATRICK PAUL A. GATCHALIAN** with office address at New Street Building Mac Arthur Highway Balibago Angeles City Pampanga (hereinafter referred to as "**CONVERGE**"), as per Omnibus Sworn Statement dated October 29, 2024 (hereto attached as Annex "A").

DEPED and **CONVERGE** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Procurement of Internet Service Provider for DepEd CO (1GBPS) (Rebid) consisting of **one (1) lot**, and received bid from **lone** prospective bidder; **DEPED** opened, read, and evaluated the bids of the bidder and declared **CONVERGE** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **CONVERGE** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS ONE MILLION, ONE HUNDRED FORTY-TWO THOUSAND, TWO HUNDRED TWENTY-FIVE AND 00/100 (PhP1,142,225.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

	Description	Amount (PhP)
1 Lot	Subscription of 1GB dedicated internet service for 1 year	1,142,225.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning 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 part of this Contract, viz:
 - a. Resolution to Award No. 2024c-ICTS3(012)-BII-CB-028a dated November 18, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;

From Pinar Jeff Marek
Converge's Witness

[Signature]
PATRICK PAUL A. GATCHALIAN
Converge's Authorized Representative

[Signature]
SEAN MICHAEL ANGEL DAVAL
DEPED's Witness

[Signature]
ATTY. MARCELINO G. VELOSO III
DEPED

- ii. Schedule of Requirements;
- iii. Scope of Services and Terms of Reference; and
- iv. Bid Bulletin no. ____ dated _____

- c. **CONVERGE's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **CONVERGE's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **CONVERGE** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3. **CONVERGE** shall post a Performance Security within ten (10) calendar days from receipt of the NOA by the **CONVERGE** from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, **CONVERGE** shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **CONVERGE** is in default of any of its obligations under this Contract. **CONVERGE** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.

Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

4. The services referred to in this Contract which shall include delivery and installation of dedicated fiber connection shall be rendered by the **BIDDER** at the **DEPED CENTRAL OFFICE** within **thirty (30) Calendar Days**. This will be followed by the **three hundred sixty-five (365) calendar days** of Internet Subscription to commence after the issuance of the service/user acceptance testing report certificate for the delivery and installation

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 12 of this contract.

Beam
Princess Josefa Moreo
Converge's Witness

[Signature]
PATRICK PAUL A. GATCHALIAN
Converge's Authorized Representative

[Signature]
MICHAEL ALEJO BRUGS
DEPED's Witness

[Signature]
ATTY. MARCELINO G. VELOSO III
DEPED

5. **DEPED** shall have the right to visit and and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Scope of Work and Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the **CONVERGE** to the authorized inspectors at no charge to the Procuring Entity.

6. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, **CONVERGE** shall ensure convenient access to the goods for inspection. **CONVERGE** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated **DEPED** Inspectorate Team, as may be necessary or applicable.

7. The services shall be inspected by the designated DepEd Inspectorate Team. **CONVERGE** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.

8. The services must conform to and comply with the standards mentioned in Section VII. Scope of Work and Technical Specifications of the Bidding Documents, and must be in accordance with the final inspection as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **CONVERGE**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

9. In case **CONVERGE** encounters condition(s) impeding timely performance of the required services, **CONVERGE** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **CONVERGE** shall be promptly done in writing as soon as circumstances for such request have become apparent. **CONVERGE** must provide sufficient proof to support any request for work suspension and/or contract period extension.

DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel.

10. The Contract Price shall be paid to **CONVERGE** in accordance with the following disbursement procedures:

- a. **CONVERGE** may submit a request for payment based on the following:
 - i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract;
 - ii. Certification by **CONVERGE**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.;
 - iii. User Acceptance Testing Report;
 - iv. Request for Payment;
 - v. Signed Original Statement of Accounts; and
 - vi. Monthly Summary Report

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- b. Payment shall be made to **CONVERGE** on monthly basis supported by the submission of the required documents specified in SCC Clause 2.2
- c. Rebate will be deducted in the next billing cycle for reported and/or validated/ISP-acknowledge non-performance issues, such as but not limited to the following, which would result to non-availability of the internet connection for more than 3 hours:
 - i. Service interruption
 - ii. Downtime
 - iii. Congestion
 - iv. Latency drops
 - v. Late notification
 - vi. Delay in resolving issues

Computation for rebate is as follows:

$$\frac{\text{Monthly Rental} \times \text{no. of hours down after 3hrs}}{720}$$

CONVERGE must furnish a copy of the above-mentioned documents to the End-User (Information and Communications Technology Service – Technology Infrastructure Division) and the Contract Management Division of the Procurement Management Service, Central Office.

11. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the “Data Privacy Act of 2012.” and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in

Princess Joyce Macabes
Converge's Witness

Patrick Paul A. Gatchalian
Converge's Authorized Representative

Michael Angelo Bernal
DEPED's Witness


Atty. Marcelino G. Veloso III
DEPED

compliance with the confidentiality and privacy requirements under the said law and applicable regulations.


12. **CONVERGE** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **CONVERGE**, or collect from any of the securities posted by **CONVERGE**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
13. **CONVERGE** shall indemnify DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.
14. The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Contract. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In case of failure to settle differences, the dispute shall be referred to arbitration administered by three (3) accredited arbitrators to be appointed by both Parties in accordance with the Rules on ADR under RA No. 9285 and other relevant rules, regulations, and issuances.

In case of failure to settle differences, the **PARTIES** shall not be precluded from submitting dispute to the appropriate courts in the Philippines. Any cause of action for the enforcement of this Contract or any provision hereto shall be instituted only in the courts of competent jurisdiction, specifically in the Pasig City to the exclusion of other venues.


Prince Jose F. Morales
Converge's Witness


PATRICK PAUL A. GATCHALIAN
Converge's Authorized Representative


Miguel N. DepEd
DEPED's Witness


ATTY. MARCELINO G. VELOSO III
DEPED

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



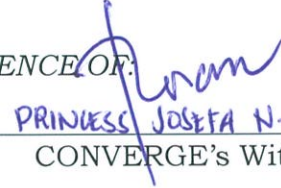
ATTY. MARCELINO G. VELOSO III
Assistant Secretary
Information & Communications Technology
Service
DEPED



PATRICK PAUL A. GATCHALIAN
Head of the Enterprise and Wholesale
Segments of the Corporation
CONVERGE INFORMATION AND
COMMUNICATIONS TECHNOLOGY
SOLUTIONS, INC

SIGNED IN THE PRESENCE OF:


SEAN MICHAEL NOLASCO BRUCAL
DEPED's Witness


PRINCESS JOSEFA N. MARCELLO
CONVERGE's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 1,142,225.00


MA. RHUNNAL L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S
PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in **PASIG CITY**, Philippines,
this ____ day of **DEC 27 2024** 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ATTY. MARCELINO G. VELOSO III
Assistant Secretary for
Information and Communication
Technology Service
DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entity he/she represents.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC

Doc. No. 1;
Page No. 2;
Book No. N/A;
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

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S
PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in **PASIG CITY**, Philippines,
this ____ day of **DEC 27 2024** 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

PATRICK PAUL A. GATCHALIAN

Head of the Enterprise and Wholesale
Segments of the Corporation
CONVERGE INFORMATION AND
COMMUNICATIONS TECHNOLOGY
SOLUTIONS, INC

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entity he/she represents.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC

Doc. No. 2 ;
Page No. 2 ;
Book No. XVI ;
Series of 2024.

