



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



Legal-CO01-2024-76

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this ___ day of MAR 27 2024, by and between :

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **CLIENT**.

-and-

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS INC. is corporation duly organized under and by law. It is represented in this contract by its Key Account Officer, **MELVIN D. CARINO**, with office address at New Street Building, Mac Arthur Highway, Balibago, Angeles City, Pampanga hereinafter referred to as the **SUPPLIER**.

WHEREAS, DepEd Regional Office IV-A CALABARZON, requisitioned for the renewal of contract for the **"INTERNET SERVICE FOR REGION IV-A CALABARZON (BACKUP)"** from April 1, 2024 to December 31, 2024;

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (PhP450,000.00)**;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative method of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic System (PhilGEPS) on March 2, 2024 office website and conspicuous bulletin board in the premises of this Office starting March 1, 2024 to March 6, 2024;

WHEREAS, RFQs were sent to at least three (3) prospective suppliers namely:

1. Limitless Tech Solutions, Inc.;
2. Converge Information and Communications Technology Solutions Inc.; and
3. PT&T.



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

WHEREAS, two (2) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:

NAME OF BIDDER	AMOUNT OF BID
Converge Information and Communications Technology Solutions Inc.	PhP360,000.00
Limitless Tech Solutions, Inc.	PhP387,000.00

WHEREAS, after review and deliberation on the proposal, **CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Quotation (LCRQ);

WHEREAS, on March 7, 2024, the BAC recommended to the Regional Director as the Head of the Procuring Entity the award of contract to **CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.** for the **INTERNET SERVICE DEPED REGION IV-A CALABARZON (BACKUP)** from April 1, 2024 to December 31, 2024, in the amount of **THREE HUNDRED SIXTY THOUSAND PESOS ONLY (PhP360,000.00)**.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agreed as follows:

SECTION 1 RESPONSIBILITIES OF THE SUPPLIER

Supplier shall perform the following;

1. To provide the requested Internet Service with the following specifications:

- a. 200 Mbps dedicated fiber leased line
- b. Minimum of 6 public IP address
- c. 24/7 technical support and onsite

2. To provide back-up plan in case a downtime to the main line of internet occurs.

3. To secure and maintain at its own expense all registration, license or permits required by the National or Local Laws and shall comply with the rules, regulation, and directives of Regulatory Authorities and commission.

4. To provide 24/7 technical support which can be delivered in any form like telephone call, text message, chat message, electronic email, online and/or on-site support.

5. To resolve every problem within three (3) hours after it was reported. The condition of reported problem resolved by the Supplier must satisfy the Client.

6. To undertake reliability of the service with competent/qualified and dedicated manpower to do the service as stated in the technical specification and the contract. It shall employ courteous and honest employees with proper identification card while working within the premises.

7. To outline the procedures for addressing technical support.

8. To provide a standard by which Supplier's commitment to service availability level can be measured in terms of maintenance, fault reporting procedure and restoration of work of the Service provided by it;

9. To provide the Client with a monthly statement of account.
10. In the event of outage, provide information during the event and reporting after the event;
11. Maintain the confidentiality of the information and data that will come to their end by reason of this is contract;
12. Exercise at least the same degree of care that it uses to protect its own data and confidential information from misuse and unauthorized access or disclosure;
13. Use appropriate safeguard to protect the embedded data and generated data from misuse and unauthorized access or disclosure including: (a) Maintaining adequate physical controls and passwords; (b) ensuring that data is not stored on any mobile or transmitted electronically unless encrypted; and (c) taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this agreement;
14. Not to attempt to identify any person whose information is contained in any data or attempt to contact those persons;
15. Promptly report to the Client any unauthorized use or disclosure of data within 24 hours from knowledge of the unauthorized use or disclosure;
16. Cooperate with any remediation that the Client in its discretion may determine necessary to address any applicable reporting requirement and mitigate the effect of such unauthorized use or disclosure of data including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities and the public;
17. Not copy, decompile, modify, reverse engineer, or create derivative works out of any of the data;
18. Not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis in any manner that would reveal the identity of individuals;
19. Not release the individual addresses, nor will the recipient present the results of the data analysis in any manner that would reveal individual addresses;
20. Not release any data from the system without consent of the Client;
21. Not share, publish or otherwise release any findings or conclusions derived from analysis of data obtained from the system without prior approval of the Client;
22. Return data and any other property, information and documents including confidential information provided by the Client;
23. Destroy all copies it made from the data and all other property information and documents including confidential information; and
24. Do such other acts to accomplish the responsibilities in this agreement.
25. The proposed terms and conditions in the letter dated February 20, 2024, Schedule 1 (Service Level Commitments) and Schedule 2 (Escalation Matrix) from Converge Information and Communications Technology Solutions Inc. is marked as **ANNEX "A"** of this Contract and made as integral part of this Contract.

SECTION 2 RIGHTS OF THE SUPPLIER

Supplier shall have the right to suspend the Network Service or any portion

thereof, in case of unsettled monthly dues which will accumulate to two (2) months.

Upon such suspension, the service shall be deemed suspended and Client shall be liable for all charges and fees incurred up to and including the date of such suspension.

SECTION 3 RESPONSIBILITIES OF THE CLIENT

Client shall perform the following:

1. Provide proper grounding facilities, power supply, UPS and proper grounding facilities;
2. Exercise due diligence in maintaining the internal wiring and sockets, including cleanliness and protection from pests and insects;
3. Allow designated employees and representatives of the Supplier to access the premises for purpose of conducting survey, installation, inspection, and maintenance or repair activities, when required.
4. Collaborate with the requirements for Planned Outages and Work that could potentially disrupt the services provided in Section 1;
5. Assign a point person who will be the official contact person of the Supplier.

SECTION 4 RIGHTS OF THE CLIENT

Client may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Client may also impose liquidated damages in accordance with Section 68 of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Such other rights provided by law may be exercised by the Client.

SECTION 5 ACTIVATION OF SERVICE

Supplier shall cause the installation of equipment and facilities of the Service within a period of five (5) days upon submission of DepEd Region IV-A Calabarzon of other documents as may be required by the Contractor.

SECTION 6 ASSIGNMENT

The Contractor shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

SECTION 7 TERMS OF CONTRACT

This Contract shall be in effect for a period of nine (9) months beginning April 1, 2024 to December 31, 2024 unless sooner terminated by the parties in accordance with Annex "I" of 2016 Implementing Rules and Regulations of Republic Act 9184.

Besides the ground stipulated in Annex "I", this contract may be terminated due to network availability of 90% for three (3) consecutive months.

At least one month before the end of this contract, Client shall assess the performance of the Supplier in accordance with the *Guidelines of Water, Electricity, Telecommunications and Internet Service Providers*. The contract shall be renewed if the results of said assessment or cost-benefit analysis continue to favor the existing ISP.

SECTION 8 OTHER TERMS OF CONTRACT

That in the event of an interruption in the Internet Service, the Client will not be charged for the total number of hours the service was not used. The computation and the corresponding deduction shall be reflected in the Monthly Billing Statement of the Client.

SECTION 9 VENUE OF ACTIONS

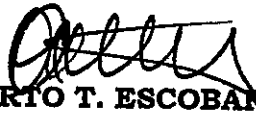
The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

SECTION 10 CAPACITY AND AUTHORIZATION


Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of MAR 27 2024 at Pasig City, Philippines.

**Department of Education
Region IV-A CALABARZON**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**Convergence Information and
Communications Technology
Solutions Inc.**


MELVIN D. CARINO
Key Account Manager

SIGNED IN THE PRESENCE OF:


REY M. VALENZUELA
ITO, ICT Unit


Erik M. SANTOS

Republic of the Philippines
Pasig City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig City, this MAR 27 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Melvin D. Carino</u>	_____	_____

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Notary Public

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

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