

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT;

This Contract of Agreement made and entered into this JAN 03 2024 day of _____ 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC-EXECUTIVE DIRECTOR, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

CONVERGE ICT SOLUTIONS, INC, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Reliance Center Annex 1, 99 E. Rodriguez JR. Avenue, Bo. Ugong, Pasig City, represented in this Act by its **Vice-President & Head, Enterprise Sales, PATRICK PAUL A. GATCHALIAN**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot one (1) year internet subscription (dedicated internet access [DIA]) with 250-500 mbps bandwidth [January 1, 2024 to December 31, 2024] through Purchase Request No. 23-10-456;

WHEREAS, under the Revised IRR of Republic Act 9184 on the Guidelines on Renewal of Regular and Recurring Services under:

- Section 3.1 of Appendix 37 of the Republic Act No. 9184 and its 2016 Revised IRR on the Guidelines on Renewal of Regular and Recurring Services states that: *The renewal of contracts for Regular and Recurring Services shall comply with the following:*
3.1 *The renewal shall cover Procurement Projects that are regular and recurring. For this purpose, Regular and Recurring Services refer to those:*
 - a. *defined under Department of Budget and Management National Budget Circular No. 570, s. 2017 and other issuances that may be issued for the purpose, such as (i) janitorial services; (ii) security services; (iii) telecommunication requirements; (iv) supply of drinking water; and (v) rental of office space, venue, and equipment;*
 - b. *which by their nature are deemed essential, indispensable, or necessary to the day-to-day operations of the Procuring Entity (PE); or*
 - c. *procured repeatedly by the PE in the last three (3) years;*
- Section 3.3 of Appendix 37 of the Republic Act No. 9184 and its 2016 Revised IRR on the Guidelines on Renewal of Regular and Recurring Services states that a Cost-Benefit Analysis (CBA) must be undertaken by the End-User to show the comparative advantage of renewal over the conduct of another procurement;
- Section 3.4 of Appendix 37 of the Republic Act No. 9184 and its 2016 Revised IRR on the Guidelines on Renewal of Regular and Recurring Services states that a performance evaluation conducted by the End-User showing Satisfactory performance by the service provider and submission of updated documentary requirements and performance security by the service provider;

WHEREAS, the **SUPPLIER** is engaged in the supply and delivery of internet subscription;

WHEREAS, as indicated in AFMD-GSS memorandum dated October 3, 2023 addressed to the Chief, PDD and Chairperson, Bids and Awards Committee (BAC) justified that the renewal of contract in favor of Converge ICT Solutions, Inc. is recommended with the following results of assessment as basis for the renewal of existing Internet Service Provider (ISP), to wit:

1. It is compliant with our agency's technical requirements and other terms and conditions including the provision of six (6) usable public IP addresses;
2. An increase in bandwidth from 400 Mbps and 200 Mbps DIA after Time of Day (TOD) to bandwidth of 500 Mbps and 250 DIA after TOD effectivity at lower cost;
3. It offers the lowest price based on the quotations obtained from three (3) suppliers with known qualifications [Annex A];
4. The infrastructure requirements are already in place. Changing ISP would entail the installation cost of new cables/wires and other devices, as well as interruption of internet access due to network downtime; and
5. It has a performance rating of 95% based on the mandatory performance criteria provided under the said Guidelines, as shown below:

Performance Criteria		Weight (%)
I	Conformity to technical requirement	25
II	Timeliness in the delivery of services	25
III	Behavior of Personnel (Courteous, Professional, and Knowledgeable)	18
IV	Response to complaints	17
V	Compliance with set policies for such services	10
Performance Rating		95

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared for the renewal of contract, thus, the BAC recommended to the HOPE to award the above mentioned procurement to the **SUPPLIER**;

WHEREAS, **PCAF** issued the Notice of Award to the **SUPPLIER** on January 2, 2024;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

A. OBLIGATIONS OF PCAF

1. Allocate and disburse funds in the total amount of **Two Million Three Hundred Forty-Five Pesos (Php 2,345,000.00)** to **CONVERGE ICT SOLUTIONS, INC** for the procurement of one (1) lot one (1) year internet subscription (dedicated internet access [DIA]) with 250-500 mbps bandwidth [January 1, 2024 to December 31, 2024]; and

2. Pay the **SUPPLIER** after completion of the deliverables and receipt of the billing statement;
3. Agrees to strictly follow the **SUPPLIER'S** protocols and standard procedures; and

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required one (1) lot one (1) year internet subscription (dedicated internet access [DIA]) with 250-500 mbps bandwidth [January 1, 2024 to December 31, 2024] for the total amount of **Two Million Three Hundred Forty-Five Pesos (Php 2,345,000.00)**;
2. Bill the **PCAF** for the internet subscription; and
3. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

C. GENERAL PROVISIONS


The parties shall mutually agree to perform, fulfill and abide with all the provisions and requirements and on all matters contained or could be reasonably inferred from the Contract.

D. AMENDMENTS


All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ^{JAN 03 2024} ____ day of _____ 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF



JULIETA E. OPUENCIA
OIC - Executive Director

CONVERGE ICT SOLUTIONS INC
SUPPLIER


PATRICK PAUL A. GATCHALIAN
Vice President &
Head, Enterprise Sales

SIGNED IN THE PRESENCE OF:


MARISA R. LO
OIC-Chief, Administrative, Financial and
Management Division


RONALD G. CACAO
Key Account Manager


PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 2,345,000-

BS No. 62-101101-2024-01-017

FUNDS AVAILABLE: 2,345,000

Control No. 10-24-0-252



JOSE REDENTOR H. BESENIO
OIC-Asst. Division Chief, AFMD &
Chief, Budget Section



JEODITH T. DIYAN
OIC-Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s.
Pasig City

Before me, Notary Public, for and in Pasig City this JAN 03, 2024 day of _____ 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC # 20-30902	Cainta, Rizal	October 2, 2020
PATRICK PAUL A. GATCHALIAN			

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

Notary Public



ATTY. ANGELITO R. VILLAR
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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