



Republic of the Philippines
BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING
SRA Compound, Annex II Building Ext,
North Avenue, Diliman, Quezon City
(02) 8351-8120, (02) 8294-9741

CONTRACT OF AGREEMENT

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING

AND

CONVERGE INFORMATION & COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.

FOR THE

SUBSCRIPTION OF INTERNET ACCESS SERVICE (IAS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)

IB NO. 011-23

AFD-PROC-CONTRACT-2023-08-001
IB No. 011-23

Page 1 of 6

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement is made and executed by and between;

The **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**, an agency of the Government of the Republic of the Philippines with an office address at Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City, represented by its **DIRECTOR, ENGR. ARIODEAR C. RICO** hereinafter referred to as the **PROCURING ENTITY**;

- AND -

CONVERGE INFORMATION & COMMUNICATIONS TECHNOLOGY SOLUTIONS INC., a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at New Street Building, Mac Arthur Highway Balibago, Angeles City, Pampanga represented herein by its **HEAD OF ENTERPRISE AND WHOLESALE SEGMENT ON CORPORATION (NCR), PATRICK PAUL A. GATCHALIAN** hereinafter referred to as the **SUPPLIER**.

WITNESSETH THAT:

WHEREAS, the BAFE – Bids and Awards Committee (BAC) initiated the procurement activity for the **SUBSCRIPTION OF INTERNET ACCESS SERVICE (IAS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)** (referred to as the “**PROJECT**”) with a total approved budget for the contract (ABC) in the amount of **ONE MILLION SEVEN THOUSAND ONE-HUNDRED THIRTY-SIX PESOS ONLY (PHP 1,007,136.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 011-23**;

WHEREAS, the public bidding for the **PROJECT** was conducted on June 8, 2023;

WHEREAS, after careful evaluation of the proposal and post qualification on the **PROJECT**, the **SUPPLIER** has been found to be **RESPONSIVE** and was declared as the **Lowest Calculated and Responsive Bidder (LCRB)**.

WHEREAS, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 123, Series of 2023** dated the 19th day of July 2023, **recommending the award of contract for the PROJECT through public bidding to the SUPPLIER**;

WHEREAS, the **SUPPLIER** is willing to supply, deliver, and comply with the requirements of the **PROCURING ENTITY**;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

I. SCOPE OF CONTRACT

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **PROCURING ENTITY** and the **SUPPLIER**;
2. The Technical Specifications, Terms of Reference, Conditions of the Contract, Purchase/Work Orders, Supplemental/Bid Bulletin, and Bid Documents shall be made as an integral part of this contract, hereto attached;

II. CONTRACT PRICE

1. As consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SUPPLIER** under this contract, the **PROCURING ENTITY** shall pay the **SUPPLIER** the total contract price of **TWO HUNDRED EIGHTY THOUSAND THREE HUNDRED TWENTY-THREE PESOS AND NINETY-NINE CENTAVOS (PHP 280,323.99)** for the **PROJECT**; and
2. All fees, taxes, and other similar charges, imposed by the Philippine Government on the **PROJECT** shall be on the account of the **SUPPLIER**;

III. OBLIGATION OF THE PARTIES

1. The **SUPPLIER** shall deliver the goods and services relative to the **PROJECT** within **THIRTY (30) DAYS FROM THE RECEIPT OF THE NOTICE TO PROCEED (NTP)** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** within thirty (30) working days from the receipt of the billing provided with complete documents through LDDAP-ADA;

IV. FORCE MAJEURE

1. The **SUPPLIER** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SUPPLIER** informs the **PROCURING ENTITY** in writing of such delay within ten (10) calendar days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the **PROCURING ENTITY** shall promptly ascertain the facts and the extent of the delay. The decision of the **PROCURING ENTITY** shall be binding upon the **SUPPLIER**;
2. No extension of time shall be granted to the **SUPPLIER** if notice of delay is made after the expiration of the 10-day period provided in the preceding paragraph;

V. PERFORMANCE BOND

The SUPPLIER shall, prior to signing of this Contract, procure and furnish the PROCURING ENTITY the PERFORMANCE BOND equivalent to thirty percent (30%), if surety bond callable upon demand, or five percent (5%) if cash or cashier/manager's check, bank draft/guarantee or irrevocable letter of credit of the total contract price or any combination of the foregoing proportionate to share of form with respect to the total amount of security. The PERFORMANCE BOND shall be posted in favor of the PROCURING ENTITY, and shall be forfeited in favor of the latter in the event it is established that the SUPPLIER is in default in any of its obligations under the contract. The PERFORMANCE BOND may be levied by the PROCURING ENTITY without recourse to any judicial action whatsoever. The PERFORMANCE BOND shall be released by the PROCURING ENTITY to the SUPPLIER after the completion and final acceptance of the PROJECT;

VI. PENALTY CLAUSE

In case the SUPPLIER fails to effect the PROJECT in accordance with Article IV hereof without any fault on the part of the PROCURING ENTITY, an amount equivalent to one-tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the SUPPLIER or levied upon the performance bond;

VII. GUARANTY OF MATERIAL AND WORKMANSHIP

The SUPPLIER hereby guarantees the project in favor of the PROCURING ENTITY against defaults or defects and shall have a warranty for a period of three (3) months from the date of acceptance. The obligation for the warranty for a period of one (1) year shall be covered by, at the SUPPLIER'S option, either retention money in the amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price;

VIII. ARBITRATION

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

IX. EFFECTIVITY

This Contract shall become fully effective and binding on the date this Contract is signed by both parties.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on AUG 16 2023.

Signed, sealed, and delivered by **ENGR. ARIODEAR C. RICO**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed, and delivered by **PATRICK PAUL A. GATCHALIAN** of **CONVERGE INFORMATION & COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.**

For and on behalf of the

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING


ENGR. ARIODEAR C. RICO
Director

For and on behalf of

CONVERGE INFORMATION & COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.


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

Signed in the presence of:


Julius Abe S. Rivalda
Signature over printed name



Ronald Cacho
Signature over printed name

ACKNOWLEDGMENT

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

BEFORE ME this AUG 22 2023 personally appeared the following contracting parties namely:

NAME GOVERNMENT-ISSUED IDENTIFICATION ISSUED ON AND AT


ENGR. ARIODEAR C. RICO
(BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)


MR. PATRICK PAUL A. GATCHALIAN
(CONVERGE INFORMATION & COMMUNICATIONS TECHNOLOGY SOLUTIONS INC.)

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract consists of six (6) pages, including this page, which is signed by the parties and their witnesses on each and every page thereof. This refers to the SUBSCRIPTION OF INTERNET ACCESS SERVICE (IAS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE) under IB 011-23 by CONVERGE INFORMATION & COMMUNICATIONS TECHNOLOGY SOLUTIONS INC. to the Bureau of Agricultural and Fisheries Engineering.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

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Book No.: VII
Series of 2023


ANGELITO R. VILLARIN
Notary Public
Until December 31, 2023
Unit 405 Jade Tower Building
105 Shaw Boulevard, Pasig City
PTR No. 18886693; 01/03/203; Rizal
IBP OR No. 181201; 01/3/23; Pasig
Roll No. 39624
MCLE Compliance # VII-0017644; 05/11/22
TIN No. 119 197 689