

SERVICE AGREEMENT

25-04-033

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X, a regional government agency established and existing under the laws of the Republic of the Philippines with principal office address at Masterson Ave., Upper Carmen, Cagayan de Oro City, herein represented by its Regional Director, **RAMEL F. JAMEN**, hereinafter referred to as "**DSWD FO X**";

- and -

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC., an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at New Street Bldg., Mac Arthur Highway, Balibago, Angeles City Pampanga herein represented by its Authorized Representative, **MARIA OLIVIA L. AUSAN** hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, DSWD FO X, through the Bids and Awards Committee, published through the PhilGEPS website an invitation to bid the **SECONDARY INTERNET SERVICE SUBSCRIPTION OF DSWD FO X REGIONAL AND SUB-REGIONAL OFFICES OF THE DSWD FO X**;

WHEREAS, the CONTRACTOR, in response to said publication, has presented and warranted that it has the facility, equipment, and personnel, while being capable, competent, and duly licensed to service the DSWD FO X in accordance with the requirements and specifications of the latter;

WHEREAS, in accordance with rules and regulations, the required bidding process was undertaken by the Bids and Awards Committee and the CONTRACTOR has participated therein and has been adjudged as the lowest calculated/rated and Responsive Bidder that passed the post-qualification process;

WHEREAS, on the basis of the foregoing representations and warranties by the CONTRACTOR, DSWD FO X has awarded the aforementioned contract to herein CONTRACTOR;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms, conditions, covenants, and undertakings hereafter set forth, the parties hereto agree as follows:

SCOPE OF THE AGREEMENT

1. This Agreement shall govern the terms and conditions for the aforementioned contract of DSWD FO-X herein awarded to CONTRACTOR.

2. The CONTRACTOR shall supply, deliver and install the **Dedicated Internet Access (DIA), Broadband Internet Service lines and Low Earth Orbit Satellite Internet for the DSWD Field Office X and twenty-four (24) sub-regional sites** or as enumerated herein to the area specified by DSWD FO X.

3. The total contract price as provided herein represents the maximum aggregate amount the Contractor may collect as payable, inclusive of taxes and other applicable fees.

4. The following documents as required and mandated during the bidding process shall be deemed to form and be read and construed as part of this Agreement, to wit:

- a. Technical Specifications;
- b. Request for Price Quotation;
- c. Instructions to Bidders;
- d. Supplemental Bid Bulletins, if there is any;
- e. Canvass form, including all documents/statements attached to the quotation or submitted by the Bidder;
- f. Eligibility requirements, documents, and/or statements;
- g. Performance Security, if required;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAMEL F. JAMEN
Regional Director

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.,

MARIA OLIVIA L. AUSAN
Authorized Representative

- h. Notice of Award of Contract and the Bidder's conforme thereto;
- i. Notice to Proceed; and
- j. The provisions of R.A. 9184 and its Implementing Rules and Regulations together with all issuances of the Government Procurement Policy Board shall be adopted and formed as integral part hereof.

CONTRACT PRICE

5. The DSWD FO X has allotted to pay to the CONTRACTOR, the total contract price of **SIX MILLION ONE HUNDRED ONE THOUSAND FORTY PESOS ONLY (Php 6,101,040.00)** in Philippine Currency, inclusive of taxes, delivery and packaging costs, for all services agreed and rendered and for the full, faithful and complete performance of all the work/services under this Contract.

6. The total contract price is subject to the actual usage or availment of DSWD FO X and should the total contract price not be fully consumed or expended by DSWD FO X upon the expiration of this Agreement, then DSWD FO X shall be liable and obligated only to pay the corresponding amount consumed or expended.

7. All payments made by DSWD FO X to the CONTRACTOR shall form part of the contract price and represents full payment for services rendered and items supplied.

8. The provisions on Contract Prices as specified on Rule XIX, Section 61 of the Implementing Rules and Regulations of RA 9184 shall apply.

9. The CONTRACTOR hereby undertakes to supply, deliver and install the following items, thus:

Secondary Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices

Site	Address and Coordinates
FIELD OFFICE X	Masterson Ave., Carmen, CDOC , 8.4464256, 124.6219431
RCP Warehouse	Alae, Manolo Fortich, Bukidnon (8.420114, 124.821576).
SWAD ILIGAN	Macapagal Avenue, Brgy. Tubod, Iligan City , 8.2156974, 124.2385061
SWAD TUBOD	Purok 6, Poblacion, Tubod, Lanao del Norte , 8.0462728, 123.7960068
SWAD KAPATAGAN	Poblacion, Kapatagan, Lanao del Norte , 7.8997688, 123.7686248
SWAD MARAMAG	Municipal Hall, Anahawon, Maramag, Bukidnon , 7.7808803, 125.0113874
SWAD GINGOOG	Arturo Lugod Gym Bldg, Brgy. 22-A, Gingoog City , 8.8169828, 125.1060728
SWAD VALENCIA	165 Sayre Hwy, Valencia City, Bukidnon , 7.9249108, 125.094601
SWAD KIBAWAWE	P-6 Bliss Compound, West Kibawe, Kibawe Bukidnon , 7.5708066, 124.9848111
SWAD MALAYBALAY	Brgy. 9, Old Hospital Capitol Compound, National and Provincial Office, Malaybalay, Bukidnon , 8.1546044, 125.1325539
SWAD CAMIGUIN	Capitol Hills, Upper Pandan, Poblacion, Mambajao , 9.2439067, 124.7234014
SWAD OZAMIZ	DSWD Building, City Engineers Compound, Aguada, Ozamiz City, Mis. Occ. , 8.1493746, 123.84468
SWAD OROQUIETA	Provincial Engineering Office Compound, Lower Lamac, Oroquieta City, Misamis Occidental, 8.483133970892004, 123.79659698863658
OPCEN ILIGAN	Macapagal Avenue, Brgy. Tubod, Iligan City , 8.2156974, 124.2385061
SWAD TAGOLOAN	Zone 1, Poblacion, Tagoloan, Misamis Oriental, 8.5394096, 124.7541323

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

PAMEL F. JAWEN
Regional Director

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.,

MARIA OLIVIA L. AUSAN
Authorized Representative

HANILYN T. CIMA FRANCA, CPA
Accountant IIIRAMEL F. JAMEN
Regional Director

POO BUKIDNON 2	PAZ Building, Sanchez Street, Barangay 8, Malaybalay City, Bukidnon , 8.1516163, 125.1303735
POO MIS. OR	Suite 2, 2F UHRHC Bldg., Macasandig, CDOC , 8.4643031, 124.6445956
POO CAMIGUIN	Capitol Hills, Upper Pandan, Poblacion, Mambajao , 9.2439067, 124.7234014
POO MIS. OCC	Provincial Engineering Office Compound, Lower Lamac, Oroquieta City, Misamis Occidental, 8.483133970892004, 123.79659698863658
POO LDN	Kwan Residence, Quezon Ave., Poblacion Tubod, Lanao Del Norte , 8.050797, 123.7945759
POO BUKIDNON	PAZ Building, Sanchez Street, Barangay 8, Malaybalay City, Bukidnon , 8.1516163, 125.1303735
RCF-RRCY	Kahulugan, RRCY Compound, Gingoog , 8.8023461, 125.0984836
HAVEN	Zone 1, Alae, Manolo Fortich, Bukidnon , 8.4274, 124.8142195
BAHAY SILUNGAN	Zone 1, Alae, Manolo Fortich, Bukidnon , 8.4274, 124.8142195
SWAD PANTAR	Pantar East, Pantar Lanao del Norte, (8.080796, 124.250866)

ROLES AND RESPONSIBILITIES OF THE MANAGED NETWORK SERVICE PROVIDER

The major outputs of this project are as follows with the aforementioned specification per the scope services:

1. Pre-Installation

- The Managed Network Service Provider should provide a Project Implementation Plan.
- The Managed Network Service Provider should provide a Project Manager to handle the project execution.
- The team must possess expertise and experience in implementing each component of the whole project.

2. Actual Installation

- Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) or any equivalent network termination unit.
- Provide and install a Router.
- Provide internet connectivity directly to the end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation and piping or molding using industry standard and materials.
- Provide a network management and monitoring tool with a view access account to DSWD FO X that shows a near real-time dashboard for quick status check and easier visualization of traffic, performance, and utilization.
- Complete the delivery, installation and configuration within forty-five (45) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay

3. Configuration

- Configure modem or network termination unit for specified connection requirements;
- Configure router to the equivalent direct Internet connection speed.
- Configure backup router, if any;
- Set up a Public IP address per subscription.
 - Dedicated Internet Access (DIA)
IP Address Allocation:
 - IPv4 Address at least /29 Subnet
 - IPv6 compliant
 - Shared Broadband
 - Set up one (1) Public IP address per subscription

4. Implementation

- Shall maintain all equipment in proper working order
- Provide an escalation list and procedure in reporting faults and outages.
- Providers must immediately advise DSWD FO X any downtime occurrence or if any case the internet rerouted to a backup link.
- Providers must have standby equipment to immediately replace the existing equipment once found defective.

5.

Testing Period

- The selected network provider shall notify DSWD FO X in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- The acceptance test procedure shall be in accordance with the following:
 - The acceptance testing will be undertaken for a period of seven (7) days.
 - Dedicated and/or Broadband internet will have no service interruption during the agreed test period.
 - The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
 - MRTG or any equivalent software should be in place;
 - and other test parameters that will be agreed by the party's concern

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied continuously for 7 working days. Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance". During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DSWD FO X's own equipment, and international/regional internet backbone problems.

- DSWD FO X shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the testing certifying that the Service Provider conforms to Section IV and Section VII.

6.

Rebates

- Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of DSWD FO X should any of the committed parameters mentioned below is not met.
- The selected MNSP provider/s should be able to render the following services:
 - Availability: Provide 99.5% link uptime in a month.
 - Render 24 hours x 7 days customer service support
 - Support response time: 30 minutes for emergency tickets for the following categories:
 - Link connection is down
 - Packet loss, variation in latency
 - Routing issue
 - Twenty-four (24) hours response time for technical problems that require on-site services.
 - Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributable to the ISP, as acknowledged by the ISP's Fault Management Center, the ISP through the Managed Network Service Provider shall voluntarily make the appropriate "Performance Credit" or rebate to DSWD FO X without the need to report or claim on the outage.

Credit for Interruptions to service will be allowed as follows:
Interruptions of 24 Hours or less

Service Interruptions Matrix

LENGTH OF INTERRUPTION	CREDIT
Less than 30 minutes	None
30 – 179 minutes	(½) day
180 – 359 minutes	(1) day
360 – 539 minutes	(2) days
540 – 719 minutes	(3) days
720 – 899 minutes	(4) days
900 – 1440 minutes	(5) days

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

RAHEL F. JAMEN
Regional Director

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.,

MARIA OLIVIA L. AUSAN
Authorized Representative

For interruptions more than 24 hours, credit will be the number of hours divided by 3. (A total of 5 days of service outages in a month shall be equivalent to non-payment of the next monthly billing statement or an extended one-month free service.)

7. **Maintenance**

- Provide a single point of contact for customer support in both areas of network connectivity and Internet access.
- Shall respond to request for maintenance at no cost to DSWD FO X.
- Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any: subject to the approval of DSWD FO X and
- Submit monthly access/usage reports to attest compliance to the SLA.
- Submit monthly downtime reports with ticket numbers and their corresponding computation of performance credit rebates, based on the service interruption matrix

10. The CONTRACTOR further undertakes that it shall provide services in the following manner and conditions, to wit:

- a. Ensure to assigned a representative who shall coordinate with the DSWD FO X, through the assigned project focal, within the duration of the project;
- b. Ensure that delivery of the above-enumerated services at the DSWD FO X be made at the desired delivery day as prescribed by the schedule to be provided by DSWD FO X;
- c. Ensure that the packaging used, if any for the said service be durable to avoid or prevent damage and/or deterioration from point of origin up to their destination;
- d. To replace any damaged items should it be found to be deteriorated or damaged as soon as it is discovered and within four (4) hours from discovery thereof;
- e. Provide ONE (1) year warranty on parts and services of the equipment at no additional cost to DSWD FO X and shall include free technical support and replacement units, parts and accessories that may fail during the warranty period;
- f. Shall not use the DSWD FO X's name in publicity releases or advertising during and after the term of this contract without the written permission of DSWD FO X;

PAYMENT

11. The CONTRACTOR hereby undertakes to submit the monthly utilization reports (Inclusive of Tax), and sales/charge Invoice.

12. The total amount to be paid shall be net of taxes due.

13. Payment by DSWD FO X to the CONTRACTOR shall be made upon submission by the latter of the complete and correct supporting documents evidencing the total services rendered for the particular quarter as billed.

14. No payment made hereto shall be construed as a waiver of any claims by DSWD FO X for any omissions or ineffective performance of the work/service completed and that payments made from time to time shall not be construed as final acceptance of work/service.

15. All payments including any down-payment made, should it be required under this Agreement, shall be paid in the office of DSWD FO X. All billings received by DSWD FO X are subject to evaluation and accounting processing.

16. Upon receipt of each payment through Auto- Debit Arrangement (ADA), the CONTRACTOR shall issue an Official Receipt (OR) to DSWD FO X as proof of payment.

PERIOD OF THE CONTRACT & EFFECTIVITY

17. The term for the completion of the project shall be for 45 calendar days upon the receipt of the Notice to Proceed (NTP).

18. The term of this agreement shall commence upon signing thereof and shall end on April 30, 2026 provided that all installation, configurations, and other analogous activities are already in place.

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MARIA OLIVIA L. AUSAN
Authorized Representative

19. Any applicable performance credit rebates shall automatically take effect upon the termination or expiration of this Agreement, unless otherwise extended or modified following the succeeding clause.

20. Upon the expiration of the contract term as stated in Item 18, this Agreement shall be deemed automatically terminated on the same date, without the need for a formal notice of termination from the DSWD FO X, unless an extension is granted specifically to apply any pending performance credit rebates.

INDEPENDENT CONTRACTOR

21. It is expressly understood that the employees of the CONTRACTOR are in no way employees of the DSWD FO X, and as such, DSWD FO X shall not be responsible for any claim for personal injury or damages, including death caused either to any said employees or to any third person, and for claims of any nature arising of their duties as employees of the CONTRACTOR, and this contract shall not be construed to constitute contract of employment by and between DSWD FO X and any of the men hired or taken by the CONTRACTOR, it being clearly understood that this contract is solely between DSWD FO X and the CONTRACTOR.

22. The CONTRACTOR shall be held responsible for all works, materials and properties of DSWD FO X in this Agreement and shall be required to make good at his/her/its (CONTRACTOR) own expense for any damage or loss sustained upon such works, materials and/or properties due to any cause whatsoever.

VIOLATION OF CONTRACT

23. The provisions of Republic Act 9184 and its implementing rules and regulations shall apply.

SPECIAL WARRANTIES AND UNDERTAKING FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY

24. The CONTRACTOR hereby warrants and ensures that no private firm/company and/or individual connected with and/or belonging to the Tobacco Industry shall take active participation in the preparation, organization, promotion, and conduct of the activity as herein provided.

25. The CONTRACTOR further warrants that it is not part of the Tobacco Industry, nor is it engaged in business or practice, either in whole or in part, as a manufacturer, producer, distributor, wholesaler, or retailer of any Tobacco product or any component therein.

26. The CONTRACTOR further manifests that it is not engaged in any business dealings with any players of the Tobacco Industry.

TERMINATION AND VENUE OF ACTION

27. The CONTRACTOR hereby undertakes and agrees that any violation of the foregoing warranties and representations shall immediately grant DSWD FO X the option, without need of notice, the pre-termination of this Agreement and all payments due to the Contractor shall immediately be deemed waived without need of any subsequent formalities.

28. DSWD FO 10 and the Contractor hereto agree that all disputes, legal actions, suits and proceedings arising out of or relating to this agreement must be brought exclusively in courts located within the 10th judicial region (collectively known as the "exclusive courts"). Both parties hereby consent and submit to the exclusive jurisdiction of the exclusive courts. No legal action, suit or proceeding with respect to this agreement may be brought in any other forum.

ANTI-GRAFT AND CORRUPTION CLAUSE

29. Each party hereby undertakes that, at any time before and during the preparation, finalization and signing of this Agreement, itself, its directors, officers, or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents, or any other third parties, subject to its control or determining influence, from doing so.

End of terms and conditions.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMA FRANCA, CPA
Accountant III

PAMEL F. JAMEN
Regional Director

CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.

MARIA OLIVIA L. RUSAN
Authorized Representative

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands at the bottom of this page and on left hand margin of all other pages of this agreement.

FIRST PARTY:
THE DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT FIELD OFFICE X
(DSWD FO X):

RAMEL F. JAMEN
Regional Director

SECOND PARTY:
CONVERGE INFORMATION AND COMMUNICATIONS TECHNOLOGY SOLUTIONS, INC.
(CONTRACTOR):

MARIA OLIVIA L. AUSAN
AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

Certification for funds availability:

HANILYN T. CIMA FRANCA, CPA
Accountant III – Head Accounting

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CAGAYAN DE ORO) S. S.

PASIG CITY **MAY 22 2025** **PASIG CITY**
BEFORE ME, a Notary Public, this _____, in City of Cagayan de Oro,
Philippines, personally appeared the following:

Name:	ID	Date/Place of Issuance:
Ramel F. Jamen	<u>DSWD ID 16-00034</u>	<u>January 19, 2024/ Quezon City</u>
Maria Olivia L. Ausan	_____	_____

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

WITH MY HAND AND SEAL.

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Book No. XVII
Series of 2025.

ATTY. ANGELITOR VILLARIN
Notary Public for Pasig City
Until December 31, 2025
Unit 405 Jade Center Building
105 Shaw Boulevard, Pasig City
PTR No. 23040302-January 02, 2025, Rizal
IBP OR No. 511635-January 02, 2025, Pasig City
Roll No. 39624
MCLE Compliance VIII-0016164-11/20/2024
TIN No. 119-197-689-000