

CONTRACT AGREEMENT

This Contract Agreement executed by and between:

CEBU NORMAL UNIVERSITY, a higher education institution duly organized and existing under the laws of the Philippines created by virtue of Republic Act 8688 or otherwise known as "*The CNU Charter*", with principal office address at Osmeña Blvd., Cebu City, and represented herein by its Officer-In-Charge, Office of the President, **Dr. Filomena T. Dayagbil**, hereinafter referred to as "**CNU**",

-and-

Converge Information & Communication Technology Solutions, Inc.

a corporation duly organized and existing under Philippine laws, with business address at New Street Building, MacArthur Highway, Balibago, Angeles City, Pampanga represented by its Key Account Manager, **John Rhey E. Herrero** hereinafter referred to as the "**Second Party**"

Collectively referred to as the "**Parties**"

WHEREAS, CNU invited Bids for:

Procurement of 12 Months Internet Subscription for CNU Balamban Campus, CNU Medellin Campus, College of Medicine and CNU Main Campus

has accepted the Bid by the Second Party for the supply of the following:

- Lot 1 Internet Subscription 100 Mbps for Balamban Campus
- Lot 3 Internet Subscription 100 Mbps for College of Medicine
- Lot 4 Internet Subscription 300 Mbps for Main Campus

WHEREAS, the Second Party participated in the procurement process, submitted its bid, was declared as the Lowest Calculated Bid, Post-Qualified, and was thereby awarded the contract, subject to the terms and conditions stipulated herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

I. Introduction and Integral Documents

1. In this Agreement words and expressions shall have the same meanings 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 regulation of the Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

A. Philippine Bidding Documents (PBDs)

- i. the Schedule of Requirements;
- ii. the Technical Specifications;
- iii. the General and special Conditions of Contract;
- iv. Supplemental or Bid Bulletins if any

B. Winning Bidder Bids including the Eligibility requirements, Technical and Financial Proposal, and all other documents or statement submitted.

Bid form Including all the Documents/statements containing in the bidder's bidding envelopes, as annexes and all other documents submitted (e.g., Bidder's response to request and clarification on the Bid) including corrections to the bid if any, resulting from the Procuring Entity's bid evaluation.

C. Performance Security;

D. Notice of Award of contract and the Bidder's conform thereto;

E. Purchase Order and

F. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs;

II. CONSIDERATION

2.1 For and in consideration of all the foregoing, as well as compliance by the Second Party of all the terms and conditions of this Contract, CNU shall pay a total amount of

One Million One Hundred Sixteen Thousand Pesos (Php 1,116,000.00)

inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposts or levies which may be required by the government, both national and local.

2.2 Pursuant to the guidelines for a progress payment under 9.1.1.3 of COA Circular 2012-01, the Second Party may submit a Statement of Work Accomplished (SWA) or progress billing and a corresponding request for payment for work accomplished. The statement of work accomplished shall be subject to validation by the Inspectorate team of the

III. DURATION

This Contract shall take effect on February 2023 and shall continue to be in full force and effect until December 31, 2023, unless sooner terminated by either party or upon mutual agreement, or upon the breach of this agreement.

IV. INSPECTION AND MAINTENANCE

4.1 Inspection shall immediately be conducted upon request of the Second Party for progress payment.

4.2 Where any annexed Technical Specifications state that inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.

4.4 The supplier shall provide services in terms of the performance or supervision or maintenance and/or repair of the incidental equipments, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

4.5 The supplier shall act on the reported outage, interruption, or failure of service, and shall grant rebates in case of continuous downtime.

V. PERFORMANCE SECURITY

5.1 To guarantee faithful performance of this agreement, the Second Party shall post a performance security prior to the commencement of the work in the form of cash, manager's check, bank draft/guarantee, and surety bond in accordance with the following schedule:

a) If Cash, manager's check- five (5%) percent of the contract price;

b) If Surety bond - thirty (30%) percent of the contract price.

5.2 The performance security shall be posted in favor of the CNU and shall guarantee the payment of the amount of the security as a penalty in the event it is established that the Second Party is in default in any of its obligations in this agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 Governing Law and Language – The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.

6.2 Binding Effect/Assignment of Rights – This Contract shall be binding upon the Second Party, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the Second Party shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this Contract without the written approval of CNU.

6.3 Amendment - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.

6.4 Entirety - All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference.

6.5 Authority - The Parties represent and warrant that the signatories to this Deed are duly authorized representatives and are possessed of requisite authority to enter into this Agreement and bind the entities they respectively represent.

6.6 Severability - If any provision of this Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines this ____ day of _____ at _____.

CEBU NORMAL UNIVERSITY


DR. FILOMENA T. DAYAGBIL ✓

Office-In-Charge
Office of the University President

**Converge Information &
Communication Technology
Solutions, Inc.**


MR. JOHN RHEY HERERRO
Key Account Manager,

WITNESSES


Mr. Johanny N. Tocio

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
S.S.

BEFORE ME, a notary for in the CEBU CITY, Philippines, this FEB 15 2023 day of _____ 2022, personally appeared the following person with their respective Government I.D., to wit:

NAME	GOVERNMENT ID	EXPIRY DATE
DR. FILOMENA T. DAYAGBIL	PRC 0260255	JULY 3, 2023
MR. JOHN RHEY HERERRO		

And they acknowledge to me that the same is their own free act and deed as well as the free and voluntary act of the corporation they represent.
This foregoing instrument is an Agreement, consisting of 4 pages, including this page on which the acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my/our hand/s this FEB 15 2023 day of _____ at CEBU CITY Philippines.

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Cesar
ATTY. LUKE MAHATMAR FERNANDEZ
Notary Public Until 31 December 2023
Notarial Commission No. 108-17
IBP No. 239602 CY-2023 Cebu City
PTR No. 226345 CY-2023 Cebu City
Roll No. 67452 Page # 471 Book XXVIII
MCLE Compliance No. VII-0009470 Valid Until April 14, 2025
9-D Jakosalem St., Cebu City, 6000

[Signature]
[Signature]
[Signature]