ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

JAN 0 2 2025

BEFORE ME, a Notary Public for and in the City of Manila, this _____ day of _____, 2025, personally appeared the following:

NAME	COMPETENT PROOF OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jenneliza D. Rebong	PPA ID No. 00341997	_____	_____
Michael S. Castañeda	SSS ID No. 0003-8598274-6	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their own free act and deed as well as the free and voluntary act of the entities they represent.

The foregoing instrument is a Contract for the **Procurement of Internet Service at the Administration Building, VTMS, Vitas and Operations Center-1, PMO-NCR North**, consisting of five (5) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and date first above written.

Witness:
HANNAH B. GONZALES
Authorized Representative

EASTERN TELECOMMUNICATIONS PHILS. INC.
BY:
MICHAEL S. CASTAÑEDA
Head-Sales

Witness:
JOSEPHINE S. SALOSAGCOL
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNELIZA D. REBONG
Acting Port Manager

Doc No. 197;
Page No. 41;
Book No. 51;
Series of 2025.

ATTY. MARIELLE JENELLE L. LAGUERTA
Notary Public for City of Manila- Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025
PTR. NO. 2041441- Jan. 2, 2025 at Manila
MCLE No. VIII-0010660- Valid until 4-14-2028
ROLL NO. 88314

CONTRACT AGREEMENT JAN 02 2025

This Agreement made and entered into this _____ day of _____ 2025, in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, PMO-NCR NORTH (PPA), a government owned and controlled corporation created under Presidential Decree No. 857, as amended, with principal office at PMO Admin. Building, Mel Lopez Blvd., North Harbor, Tondo, Manila, represented herein by its Acting Port Manager, **JENNELIZA D. REBONG**.

-and-

EASTERN TELECOMMUNICATIONS PHILS. INC. (EASTERN, for brevity) duly organized and existing in accordance with Philippine laws, with principal office address at Telecoms Plaza, 316 Sen. Gil Puyat Ave., Salcedo Village, Makati City, represented herein by its Authorized Representative, **MICHAEL S. CASTAÑEDA.**

WITNESSETH:

WHEREAS, the PPA PMO NCR North (PPA-NCN) Bids and Awards Committee (BAC) is desirous to procure an Internet Service at the Administration Building, VTMS, Vitas and Operations Center-1, PMO-NCR North, with an approved Budget for the Contract (ABC) of P1,900,000.00;

WHEREAS, pursuant to the CY 2024 Annual Procurement Plan (APP) of PPA PMO NCR North, an Alternative Method of Procurement (Small Value Procurement) is utilized, following Item IV of Annex "H" *(Consolidated Guidelines for the Alternative Methods of Procurement)* of the Revised IRR of RA 9184, otherwise known as the "Government Procurement Act and IRR of 12009, otherwise known as the "New Government Procurement Act;

WHEREAS, PPA sent Requests for Quotation to several service providers, and EASTERN signified their intent to participate in the procurement service conducted by PPA;

WHEREAS, as a result of Opening of Quotation duly conducted for the purpose on December 27, 2024 and after due evaluation and examination of the proposal submitted by EASTERN, the BAC recommended the award of the Contract for Internet Service to EASTERN;

WHEREAS, PPA has accepted the Bid for One Million Eight Hundred Eighty Thousand Pesos Only (₱1,880,000.00), (VAT Inclusive) by EASTERN for the execution and completion of the contracted services, including a dedicated internet connection.

NOW, THEREFORE, the PARTIES hereto agree and do hereby mutually bind themselves as follows:

Witness:
HANNAH B. GONZALES
Authorized Representative

EASTERN TELECOMMUNICATIONS PHILS. INC.
BY:
MICHAEL S. CASTAÑEDA
Head-Sales

Witness:
JOSEPHINE S. SALOSAGCOL
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNELIZA D. REBONG
Acting Port Manager

ARTICLE I
SCOPE OF WORK

1.1 EASTERN shall provide Internet Connection Services (a dedicated internet connection), hereinafter referred to as *"Contracted Services"* in the Administration Building, VTMS, Vitas and Operations Center-1,PMO-NCR North:

1.2 Subscription of the *"Contracted Services"* shall be for a period of ten (10) months, starting January 02, 2025 up to October 31, 2025, commencing upon the receipt by EASTERN of the Notice to Proceed.

1.3 Installation of the proposed internet connection to the offices stated at Paragraph A of this Article shall be during office working hours between 8:00 AM to 5:00 PM from Monday to Friday only.

1.4 EASTERN shall provide the necessary hardware, terminators, and other services required to setup the *"Contracted Services"* pursuant to the technical requirements indicated in Section IV of the TOR.

Witness:
HANNAH E. GONZALES
Authorized Representative

EASTERN TELECOMMUNICATIONS PHILS. INC.
BY:
MICHAEL S. CASTAÑEDA
Head-Sales

ARTICLE II
CONTRACT DOCUMENTS

2.1 The following documents shall form an integral parts of this Contract as full as if contents of said documents are reproduced and set forth herein and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the Terms and Conditions of the Contract of by mutual agreement of both Parties in writing, and by the provisions of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, other relevant laws, codes, ordinances, rules and regulations of the government and shall be deemed to form and be read and construed as part of this Agreement, *viz:*

Annex "A"	-	Terms of Reference
Annex "B"	-	Request for Quotation
Annex "C"	-	Technical Bid Form
Annex "D"	-	Financial Bid Form
Annex "E"	-	Abstract of Bids
Annex "F"	-	Technical Working Group Recommendation
Annex "G"	-	Notice of Award and (CONTRACTOR'S) conforme thereto;
Annex "H"	-	Other pertinent documents required by existing laws and/or by PPA

2.2. All documents which have been or may hereinafter be executed by the parties shall likewise form integral part of this Contract.

Witness:
JOSEPHINE S. SALOSAGCOL
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNELIZA D. REBONG
Acting Port Manager

ARTICLE III
RESPONSIBILITIES OF PARTIES

3.1. EASTERN shall have the following responsibilities, and likewise provide PPA with the following services:

- Design and planning of the contracted services to be provided for, or to be required by, PPA;
- Installation and configuration of EASTERN-provided equipment at PPA premises;
- Standard testing of the contracted services;
- Provision of diagnostic reports and updated in case of connection failure;
- Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
- Provision of 24/7 support services;
- Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.; and
- Such other services as provided under Article I (Scope of Work) of this Contract.

3.2 Pursuant to the above services, the Philippine Ports Authority agrees to pay the total sum of **One Million Eight Hundred Eighty Thousand Pesos Only (₱1,880,000.00).**

3.2.1 Monthly payment shall be amounting to **One Hundred Seven Thousand Three Hundred Sixty Pesos Only (₱107,360.00)** payable every 15th of the month for Administration Building.

3.2.2 Monthly payment shall be amounting to **Twenty Six Thousand Eight Hundred Eighty Pesos Only (₱26,880.00)** for each office, payable every 15th of every month for the offices of VTMS, VITAS and Operation Center-1

ARTICLE IV
SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES

EASTERN hereby represents, warrants and covenants that it has the personnel, facilities and resources required to discharge and will discharge the Services contemplated by this Agreement in a timely and efficient manner. Service Provider further represents, warrants and covenants that it has the administrative, business and technical experience and expertise to perform such services in a competent and professional manner.

ARTICLE V
LIMITATION OF LIABILITY AND WAIVER

5.1 In the execution of its Works, **EASTERN** shall hold **PPA** free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.

5.2 The failure by either party to insist upon the strict compliance with any of the other terms and conditions of this Contract shall not be deemed a waiver of such terms and conditions nor shall waiver of any right at any one or more times be deemed a waiver of such right at any other time.

ARTICLE VI
VENUE OF ACTION

6.1 Any conflict herein shall be resolved amicably by the Parties. Where amicable settlement fails, the issue shall be brought for action before the proper court of Manila, to the exclusion of all other courts.

Witness:
HANNAH [illegible] GONZALES
Authorized Representative

EASTERN TELECOMMUNICATIONS PHILS. INC.
BY:
MICHAEL S. CASTAÑEDA
Head-Sales

Witness:
JOSEPHINE S. SALOSAGCOL
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY:
JENNELIZA B. REBONG
Acting Port Manager

6.2 Governing Law. This Contract and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

PHILIPPINE PORTS AUTHORITY
PMO-NCR NORTH
TIN No.000-352-232-003
By:

JENNELIZA D. REBONG
Acting Port Manager

EASTERN TELECOMMUNICATIONS PHILS. INC.
TIN No. 000-451-549-000
By:

MICHAEL S. CASTAÑEDA
Head-Sales

WITNESSES

JOSEPHINE S. SALOSAGCOL
RMD Manager

HANNAH B. GONZALES
Senior Account Manager