

**CONTRACT AGREEMENT**

SEP 28 2023

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, 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 Officer-In-Charge, **FRANCIS ALDRICH A. RUBIO**.

-and-

**EASTERN TELECOMMUNICATIONS PHILS. INC. (EASTERN, for brevity)** duly organized and existing in accordance with Philippine laws, with principal office address at Telecom 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 for VTSD, TMO-Vitas and Operations Center-1, with an approved Budget for the Contract (ABC) of P950,000.00;

**WHEREAS**, pursuant to the CY 2023 Annual Procurement Plan (APP) of PPA PMO NCR North, an Alternative Method of Procurement (Small Value) 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;

**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 August 24, 2023, 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 NINE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED SIXTY PESOS ONLY (P927,360.00), (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:

**ARTICLE I  
SCOPE OF WORK**

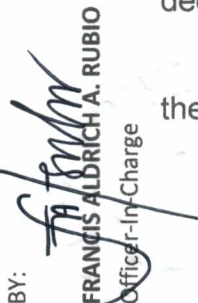
1.1 EASTERN shall provide Internet Connection Services (a dedicated internet connection), hereinafter referred to as "*Contracted Services*" in the following PPA PMO NCN Offices:

EASTERN TELECOMMUNICATIONS PHILS. INC.

BY:   
MICHAEL S. CASTAÑEDA  
Head-Sales

WITNESS:   
JOSEPHINE S. SALOSAGCOL  
Acting RMD Manager

PHILIPPINE PORTS AUTHORITY

BY:   
FRANCIS ALDRICH A. RUBIO  
Officer-In-Charge

WITNESS:   
HANNAH B. GONZALES  
Senior Account Manager

Witness:

  
HANNAH B. GONZALES

Senior Account Manager

BY:

  
MICHAEL S. CASTAÑERA

Head-Sales

- 1.1.1 TMO Vitas, located at Pier 18;
- 1.1.2 Vessel Traffic Services Division Office / Tower, located at MICT Compound;
- 1.1.3 Operations Center-1 (OC-1) located at Pier 16.
- 1.2 Subscription of the "Contracted Services" shall be for a period of one (1) year 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.

**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 EASTERN'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.

**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;

Witness:

  
JOSEPHINE S. SALOSAGCOL

Acting RMD Manager

BY:

  
FRANCIS ALDRICH A. RUBIO

Officer-in-Charge

- 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 **NINE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED SIXTY PESOS (P927,360.00)**.

3.2.1 Monthly payment shall be amounting to SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS (P77,280.00). payable every 15<sup>th</sup> of the month.

#### 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.

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.

Witness:  
  
**HAINNAH B. GONZALES**  
Senior Account Manager

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

Witness:  
  
**JOSEPHINE S. SALOSAGCOL**  
Acting RMD Manager

PHILIPPINE PORTS AUTHORITY  
BY:   
**FRANCIS ALDRICH A. RUBIO**  
Officer-In-Charge

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

By:

*[Signature]*  
FRANCIS ALDRICH A. RUBIO  
Officer-In-Charge

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

By:

*[Signature]*  
MICHAEL S. CASTAÑEDA  
Head-Sales

WITNESSES

*[Signature]*  
JOSEPHINE S. SALOSAGCOL  
Acting RMD Manager

*[Signature]*  
HANNAH B. GONZALES  
Senior Account Manager

ACKNOWLEDGMENT

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

SEP 28 2023

BEFORE ME, a Notary Public for and in the City of Manila, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared the following:

NAME	COMPETENT PROOF OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Francis Aldrich A. Rubio	PPA ID No. 00272005	_____	_____
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 for VTSD, TMO-Vitas and Operations Center-1**, consisting of four (4) 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.

Doc No. 501 :  
Page No. 4 :  
Book No. 123 :  
Series of 2023.

**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
Commission No. Adm. Matter No. NP 158 (2023-2024)  
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024  
PTR O.R. No. 3916869 D 01/03/2023 / Rol. No. 33832 / TIN # 129-871-009-000  
MCLE No. 7&8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025  
Address: 31-F Harvard St. Cubao, Q.C.