



REPUBLIC OF THE PHILIPPINES
COURT OF TAX APPEALS
QUEZON CITY

CONTRACT

THIS CONTRACT made on the **26th day of October 2016** between the **Court of Tax Appeals** of the Philippines (hereinafter called "the Entity") of the one part and **Eastern Telecommunications Philippines, Inc.** of 316 Telecom Plaza, Gil Puyat Avenue, Makati City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, *viz.*, **Procurement of 50 Mbps Dedicated Internet Service** and has accepted a Bid by the Supplier for the supply of those goods and services in the total amount of **EIGHT HUNDRED SIXTY THOUSAND ONE HUNDRED SIXTY PESOS (₱860,160.00)** (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 shall be deemed to form and be read and construed as part of this Contract, *viz.*:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security;
 - (g) the Entity's Notification of Award;
 - (h) the Omnibus Sworn Statement submitted by the Bidder; and
 - (i) the Certificate of Authority submitted by the Bidder.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants to provide the Entity with the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

COURT OF TAX APPEALS

By:



ROMAN G. DEL ROSARIO
Presiding Justice

SUPPLIER

By:



BERNARD V. BERNARDINO
Sales Head
Eastern Telecommunications
Philippines, Inc.

SIGNED IN THE PRESENCE OF





CARLO JOHN C. MAGNO
District Head
Eastern Telecommunications
Philippines, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)S.S.

BEFORE ME, a Notary Public, for and in the above jurisdiction, this 26th day of October 2016, personally appeared:

Name	Competent Evidence of Identity
ROMAN G. DEL ROSARIO	CTA ID No. 01340282
BERNARD V. BERNARDINO	SSS NO. 03-8410449-9

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the judicial agency/corporation they respectively represent.

This instrument consisting of three (3) pages, including this page, has been signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and at the place above written.

Doc. No.: 264;
Page No.: 43;
Book No.: L VIII;
Series of 2016.

Notary Public
GODFREDO T. LIBAN II
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR NO. 2080963 JAN. 4, 2016
ICP NO. 1020349 JAN. 5, 2016
POL. NO. 205257 MAY 14, 1979
PDR COMPLIANCE-IV-0022949
2ND FLR. LEGISLATIVE WING
QUEZON CITY HALL DILIMAN
QUEZON CITY