### PHILIPPINE NATIONAL OIL COMPANY



January 10, 2025

#### **NOTICE OF AWARD**

Subject: ITB No.

: 2025-EPA-012

Project Title

: Rebidding for the Procurement of 2025 PNOC Head Office Internet/Leased Line Connection Upgrade

Attention:

Mr. Donnie Rey G. Estoque

Senior Key Account Manager Source Telecommunications Inc.

#### Dear Mr. Estoque:

This is to advise Source Telecommunication Inc. on the acceptance of its bid to undertake Lot 2 (Secondary Internet Connection) of the aforementioned project in the amount of *Five Hundred Fifty Thousand Pesos (Php 550,000.00)*, in accordance with our Invitation to Bid dated November 12, 2024.

#### Contract Duration:

Description	Delivery Period
<ul> <li>a. Installation, configuration, testing and provisioning of facilities</li> </ul>	Thirty (30) calendar days from receipt of Notice to proceed (NTP)
b. Contract Duration	February 01 – December 31, 2025

Please be advised that the performance security shall be submitted to the Company within ten (10) days from receipt of Notice of Award.

Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,

VIVER B. BUTALI esident and CEOM

CONFORME:

(Signature over Printed Name)

Date)

# PHILIPPINE NATIONAL OF COMPANY



January 23, 2025

#### MR. DONNIE REY G. ESTOQUE

Senior Key Account Manager
SOURCE TELECOMMUNICATIONS INC.
Unit 3903 Discovery Center, ADB Avenue,
Ortigas, Pasig City

#### **NOTICE TO PROCEED**

This is to advise you that your offer for the Rebidding for the Procurement of 2025 PNOC Head Office Internet/Leased Line Connection Upgrade – Lot 2 (Secondary Internet Connection) with ITB No. 2025-EPA-012 amounting to *Five Hundred Fifty Thousand Pesos (Php550,000.00)* has been accepted by the Company.

You are hereby directed to proceed with the same in the following contract duration:

#### Contract Duration:

Description	Delivery Period
<ul> <li>a. Installation, configuration, testing and provisioning of facilities</li> </ul>	Thirty (30) calendar days from receipt of Notice to proceed (NTP)
b. Contract Duration	February 01 – December 31, 2025

Very truly yours,

R B. BUTALID

President and CEO

Conforme:

Authorized Representative

Date

EXECUTION COPY FCE No. 012025-2287

## CONTRACT FOR THE PROCUREMENT OF 2025 PNOC HEAD OFFICE INTERNET/LEASED LINE CONNECTION UPGRADE

KNOW ALL MEN BY THESE PRESENTS	5:	
This Contract made the	day of	 2025 between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, OLIVER B. BUTALID, and hereinafter referred to as the "COMPANY";

-and-

**SOURCE TELECOMMUNICATIONS INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 3903 Discovery Center, ADB Avenue, Ortigas, Pasig City, represented herein by its Authorized Representative, **DONNIE REY G. ESTOQUE**, and hereinafter referred to as **"CONTRACTOR"**;

#### WITNESSETH:

WHEREAS, the COMPANY invited bids for certain goods and ancillary services, particularly for the Procurement of 2025 PNOC Head Office Internet/Leased Line Connection Upgrade – Lot 2 (Secondary Internet Connection) and has accepted a Bid by the CONTRACTOR for the supply of those services in the sum of FIVE HUNDRED FIFTY THOUSAND PESOS (PhP550,000.00), inclusive of Value Added Tax (VAT) if any, and all applicable taxes (hereinafter referred to as "Contract Price"), which cover all labor cost and cost of supplies, materials and equipment for the above specified services.

**WHEREAS**, the Installation, Configuration, Testing and Provisioning of Facilities must be completed within thirty (30) calendar days upon receipt of Notice to Proceed (NTP) and the project must be completed within the period from February 1, 2025 to December 31, 2025.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agree 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.
- The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - Philippine Bidding Documents (PBDs);
    - Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any.
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the COMPANY concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration of the payment to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY to provide the services in accordance with the terms and conditions set forth in this contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. Liquated damages are one tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay until actual delivery or performance.
- 5. The COMPANY hereby covenants to pay the CONTRACTOR the Contract Price or such other sum as may become payable under the provisions of the Contract.

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**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.

PHILIPPINE COMPANY

(COMPANY)

NATIONAL OIL

SOURCE TELECOMMUNICATIONS

INC.

By:

(CONTRACTOR)

By:

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OLIVER B. BUTALID

President & CEO

ONNIE REY G ESTOQUE

Authorized Representative

SIGNED IN THE PRESENCE OF:

HELEN M. ALFONSO

MS CHERYL A. FLORENDO

VP-commercial smes & Parmership

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#### **ACKNOWLEDGMENT**

REPUBLIC OF THE	PHILIPPINES}
TAGU16	} S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this day of Ray , 2025 personally appeared:

Name

Competent Evidence of Identity

Date/Place Issued

**PNOC** 

by:

**OLIVER B. BUTALID** 

Driver's License No. G01-80-

018980

January 19, 2033

(expiry date)

SOURCE TELECOMMUNICATIONS INC.

by:

DONNIE REY G. ESTOQUE Driver's License No. D66-23- September 29, 2027 003047 (expiry date)

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the same.

This instrument consisting of four (4) pages, including the page whereon the acknowledgment clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a Contract for the Procurement of 2025 PNOC Head Office Internet/Leased Line Connection Uprade.

WITNESS MY HAND AND SEAL on the date and at the place first above-

written.

Doc. No. 24

Page No. <u>50</u> Book No.

Series of 2025

CARL PHILIP N. BATUCAN Appointment No. 14 (2024-2025) Notary Public for Taguig City

Until 31 December 2025

PNOC Bldg. VI, Energy Center, Rizal Drive, Bonifacio Global City, Tagulg

Roll No. 67061 PTR No. 5904908/01-03-2025 IBP No. 499344/01-06-2025 MCLE Compliance No. VIII-BEP000168