SUPPLY AND DELIVERY OF BRAND-NEW LAPTOP COMPUTERS FOR THE PHILIPPINE COMPETITION COMMISSION

CONTRACT AGREEMENT

This AGREEMENT executed on the 09 JUN day of June 2026 by and between:

The **Philippine Competition Commission**, a government agency of the Republic of the Philippines, with office address at 9/F and 25/F Vertis North Corporate Center Tower 1, North Avenue, Quezon City, represented herein by its Executive Director, **Kenneth V. Tanate, PhD.** (hereinafter referred to as the "Entity"),

-and-

Agile Techfrontier Corporation, a company duly organized and existing under the laws of the Republic of the Philippines, with principal office address at LG 07 Peninsula Court Bldg., 8735 Paseo de Roxas Corner, Makati Avenue, Bel-Air, Makati City represented by its Business Development Consultant, **Erika Mae Almirez** hereinafter called "the Contractor";

WHEREAS, the Entity invited Bids for certain goods and services, particularly **Supply and Delivery of Brand New Laptop Computers for the Philippine Competition Commission** (the "Goods");

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Three Million Nine Hundred Six Thousand Eight Hundred Pesos (PhP3,906,800.00),** inclusive of all applicable charges and taxes, hereinafter referred to as the "Contract Price."

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

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Technical Specifications, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:

   a. Philippine Bidding Documents (PBD)

      i. Request for Expression of Interest;
      ii. Instruction to Bidders;
      iii. 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;
      iv. Bid Data Sheet;
      v. Schedule of Requirements;
      vi. Terms of Reference;
      vii. General and Special Conditions of Contract;
      viii. Supplemental Bid Bulletins, if any; and
      ix. Other contract documents that may be required by existing laws and/or the Entity.

   b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **Three Million Nine Hundred Six Thousand Eight Hundred Pesos (PhP3,906,800.00),** or such other sums as may be determined, the Contractor agrees to deliver and perform the items and related services for the **Supply and Delivery of Brand-New Laptop Computers for the Philippine Competition Commission** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The Entity agrees to pay the above-mentioned sum to the Contractor in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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 COMPETITION COMMISSION:

By:

[redacted]

KENNETH V. TANATE, PhD.
Executive Director and
Head of the Procuring Entity

AGILE TECHFRONTIER CORPORATION:

By:

[redacted]

ERIKA MAE ALMIREZ
Sales Account Executive
(Contractor)

WITNESSES:

[redacted]

ALLAN ROY D. MORDENO
ITO III, AO-ICTD/End-user

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

[redacted]

ACKNOWLEDGMENT

Before me, a notary public for and in [redacted] this 15 JUN 2026 2026, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE, PhD	[redacted]	Quezon City

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Contract Agreement consisting of two (2) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is his free and voluntary act and deed, as well as that of his principal.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

[redacted]

MA. CECILIA C. LOPEZ
NOTARY PUBLIC
VALID UNTIL DEC. 31, 2026
UNIT C DASA ST. SCHILLING LANE
PTR NO. 2217674/ 01-03-26 Parañaque CITY
ROLL NO. 36656
IBP NO. 110977 /01-15-26
MCLE NO. 0009598

Doc. No. 153;
Page No. 031;
Book No. IV;
Series of 2026.

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

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in PARAÑAQUE CITY, this this 9th JUN 2026 2026, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
ERIKA MAE ALMIREZ	NATIONAL ID [redacted]	LAGUNA

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Contract Agreement consisting of two (2) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is her free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

[redacted]
MA. CECILIA LOPEZ
NOTARY PUBLIC
VALID UNTIL DEC. 31, 2026
UNIT C DASA ST. SCHILLING LANE
PTR NO. 2217674/ 01-03-26 Parañaque CITY
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Doc. No. 1153;
Page No. 031;
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Series of 2026.

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

9/F and 25/F Vertis North Corporate Center 1
North Avenue, Bagong Pag-Asa, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

NOTICE TO PROCEED

10 June 2026

Ms. ERIKA MAE ALMIREZ
Sales Account Executive
AGILE TECHFRONTIER CORPORATION
LG 07 Peninsula Court Bldg.,
8735 Paseo de Roxas Corner,
Makati Avenue, Bel-Air, Makati City

Dear **Ms. Almirez,**

This refers to the Notice of Award to **Agile Techfrontier Corporation** for the **Supply and Delivery of Brand-New Laptop Computers for the Philippine Competition Commission** in the amount of **Three Million Nine Hundred Six Thousand Eight Hundred Pesos (PhP3,906,800.00)** inclusive of all applicable taxes.

In relation thereto, notice is hereby given to **Agile Techfrontier Corporation** that the implementation of the said project shall commence immediately. You are expected to perform the terms and conditions stipulated in the attached Contract Agreement.

Please acknowledge receipt of this notice by signing at the portion provided below. Keep a copy and return the original copy to this office at the soonest.

For further details, please contact the PBAC Secretariat through the following contact details: (a) email: procurement@phcc.gov.ph and (b) Tel. No. (+632)8771-9722 local 203/ 204.

Thank you.

Very truly yours,

[redacted]

KENNETH V. TANATE, Ph.D.
Executive Director and
Head of the Procuring Entity [redacted]

Conforme:

[redacted]

ERIKA MAE ALMIREZ
Date: June 12, 2026

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BAGONG PILIPINAS