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
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NOTICE TO PROCEED

16 September 2026

Mr. Joel F. Manila
General Manager
Uly Tech Trading
3/F Room 2 Bonanza Plaza 1 Bldg. Lot 44 & 45
Blk 125, Quirino Highway, Greater Lagro, Quezon City

Subject: **Letter of Acceptance and Notification of Award - RFQ/OPI/04: Supply and Delivery of Various Information, Communication, and Technology (ICT) and Audio-Visual Equipment for the Capacity Building and Advocacy Division (CBAD) for Lots 2 to 6**
Loan 3878-PHI: Capacity Building to Foster Competition Project

Dear **Mr. Manila**:

This serves as a Notice to Proceed (NTP) for the Goods/Services as defined in the above-mentioned contract.

Please commence the provision of the goods/services on 16 **September 2026** for completion within **Thirty (30) calendar days** from the date indicated in this NTP and report to the following contact persons:

For Technical Concerns and Implementation of the TOR:
Mr. Harold Oliver F. Sapang
Digital Media Specialist, CKMO-CBAD

For Contract Administration:
Ms. Inah Geneve T. Mangilin
Training Specialist V, CKMO-CBAD

Thank you and we look forward to working with you on the subject activity.

Very truly yours,

[redacted]

Kenneth V. Tanate, PhD
Executive Director and
Head of the Procuring Entity

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CONTRACT

Name of Country: Philippines
Project Name: Capacity Building to Foster Competition
Name of Contract: Supply and Delivery of Various Information, Communication, and Technology (ICT) and Audio-Visual Equipment for the Capacity Building and Advocacy Division (CBAD) for Lots 2 to 6
Contract Number: RFQ/OPI/04

This Contract is entered into on 28 day of August 2026, between the **Philippine Competition Commission** (hereinafter called "the Purchaser") on the one part, and **Uly Tech Trading** (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for a quotation for the **Supply and Delivery of Various Information, Communication, and Technology (ICT) and Audio-Visual Equipment for the Capacity Building and Advocacy Division (CBAD)** to be supplied by Supplier in accordance with the **Contract** and has accepted the Quotation by the Supplier for **Lots 2 to 6** in the total amount of **One Million Forty-Two Thousand One Hundred Fifty Pesos (PhP1,042,150.00)**, inclusive of all applicable taxes, hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

   a) **Form of Quotation**, with **Supply and Delivery Price Schedule and Technical Specifications**;
   b) **Contract Terms and Conditions**; and
   c) **Detailed Technical Specifications (Appendix)**

2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.

3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the Republic of the Philippines on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of the
Philippine Competition Commission

[redacted]
KENNETH V. TANATE, PhD
Executive Director and

Signature and seal of the Supplier:
For and on behalf of Uly Tech Trading

[redacted]
JOEL F. MANILA
General Manager and Authorized Representative

Head of Procuring Entity

CONTRACT TERMS AND CONDITIONS

Project Name: **Capacity Building to Foster Competition**
Purchaser: **Philippine Competition Commission**
Package No.: **RFQ/OPI/04**

1. Definitions

(a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(i) "ADB" is the Asian Development Bank.

2. Applicable Law

2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that require Borrowers (including beneficiaries of ADB-financed activity), as well as

Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

7.1 The delivery should be completed as per the schedule indicated in the **Supply and Delivery Price Schedule**. Please refer also to the Delivery Schedule in the Detailed Technical Specifications.

8. Required Technical Specifications described in the **Detailed Technical Specifications** (with attachments as necessary)

(a) General Description
(b) Specific details and technical standards
(c) Performance Parameters

The supplier confirms compliance with the above specifications.

9. Delivery and Documents

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

(a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
(b) manufacturer's or supplier's warranty certificate; and
(c) certificate of origin.

If goods are coming by courier, the supplier shall also provide prior to delivery, copies of documents that will enable the Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before the arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Pursuant to the Revenue Regulation No. 017-2024 of the Bureau of Internal Revenue (BIR) prescribing the presentation of tax clearance prior to final settlement of government contracts, the Service Provider shall pay taxes in full and on time and that failure to do so will entitle the Purchaser to suspend payment for any goods or service delivered by the Service Provider. The Service Provider shall regularly present, within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns fully stamped and received by the BIR and duly validated with the tax payments made thereon.

11. Payment

11.1 Payment shall be made on a **ONE-TIME BASIS**. The PCC shall pay the Supplier within thirty (30) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

12. Warranty

12.1 Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered goods. The

obligation for the warranty shall be covered by retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser. The name and address of the service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility: _____

Address: _____

_____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall exert every effort to resolve amicably, through direct and informal negotiation, any disagreement or dispute arising from or in connection with this Contract. In the event that the dispute remains unresolved within thirty (30) calendar days from the commencement of such negotiations, the matter shall be submitted to arbitration in accordance with the provisions of Republic Act No. 9285 (The Alternative Dispute Resolution Act of 2004), and other relevant rules. Unless otherwise agreed, the arbitration shall be conducted in Quezon City, Philippines, in the English language. The arbitral award shall be final and binding upon the parties, who undertake to comply with it without delay. The award may be enforced in accordance with Republic Act No. 9285 and the rules of the Regional Trial Courts designated as Special ADR Courts. Each party shall bear its own costs and expenses of arbitration, unless otherwise provided in the arbitral award.

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier. If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (0.1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it. Please refer also to provisions of the liquidated damages in Attachment 1: Supply and Delivery Price Schedule and Detailed Technical Specifications.

16. Force Majeure

16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, the act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

(b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any claim for extension or non-performance due to Force Majeure shall be supported by sufficient evidence and subject to verification and acceptance by the Purchaser, without prejudice to applicable auditing rules and the authority of the Commission on Audit (COA). Failure to present such documentation shall forfeit the Supplier's claim.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier is being made,

(a) the Purchaser is obligated to notify the Supplier, with a copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 30 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

SUBSCRIBED AND SWORN TO BEFORE ME SEP 09 2026 AT QUEZON CITY

ATTY. FELIZ[redacted]BARRA
Notary Public for Quezon City Until Dec. 31,2026
Roll No. 80935
PTR No. 8353947, 1/6/26 QC
IBP No. 331161, December 19, 2023*
MCLE Comp. No. VIII-0000973/ until April 14, 2028
ADM Matter No. NP. 088 / (2025-2026)

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