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

14 September 2026

**Mr. ANGELITO T. LUPENA**
Consultant
Unit 418 Opal Building
Rosewood Pointe Residences
Ususan, Taguig City

Dear **Mr. Lupena:**

This refers to the Notice of Award issued to you for the ***Engagement of a Highly Technical Consultant for the Updating of PCC Competency Framework*** with a total contract amount of ***Five Hundred Fifteen Thousand Pesos (PhP515,000.00)*** inclusive of all applicable taxes.

In relation thereto, notice is hereby given that the implementation of the said engagement shall commence on 14 September 2026. 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 or procurementunit@phcc.gov.ph and (b) Tel. No. (+632) 8771-9722 local 203/204.

Thank you.

Very sincerely,

[redacted]

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

Conforme: [redacted]

**ANGELITO T. LUPENA**
Date: 9/14/26

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**ENGAGEMENT OF A HIGHLY TECHNICAL CONSULTANT FOR THE UPDATING OF PCC COMPETENCY FRAMEWORK**

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## CONTRACT AGREEMENT

THIS AGREEMENT executed on the SEP 28 2026 day of September 2026 (the "Agreement") by and between:

The **Philippine Competition Commission**, a government agency of the Republic of the Philippines, with office address at 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-

**Mr. Angelito T. Lupena**, with office address at Unit 418 Opal Building Rosewood Pointe Residences Ususan, Taguig City (hereinafter referred to as the "Consultant") (collectively herein referred to as the "Parties");

**WHEREAS,** the Entity is desirous in engaging the services of a Highly Technical Consultant, particularly for the **Engagement of a Highly Technical Consultant for the Updating of PCC Competency Framework** (the "Consultancy Services") and has accepted a bid by the Consultant for the execution and completion of the Consulting Services for a period of four (4) months in the sum of **Five Hundred Fifteen Thousand Pesos (PhP515,000.00),** inclusive of all applicable charges and taxes (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 Terms of Reference, 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 Agreement, viz.:

   a. Philippine Bidding Documents (PBD)

      i. Schedule of Requirements;
      ii. Terms of Reference;
      iii. Notice of Award of Contract and the Consultant's conforme thereto; and
      iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Philippine Bidding Documents.

   The Consultant agrees that additional contract documents or information prescribed by the Government Policy Procurement Board that may be required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Agreement.

3. In consideration of the Contract Price of **Five Hundred Fifteen Thousand Pesos (PhP515,000.00),** or such other sums as may be determined in accordance with the terms of the Agreement, the Consultant agrees to provide the Consultancy Services described herein in accordance with the terms and conditions specified in the Agreement and its annexed documents.

4. The Entity agrees to pay the abovementioned sum to the Consultant 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).

6. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS whereof, the Parties hereto have 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.

**PHILIPPINE COMPETITION COMMISSION:**

By:

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

**CONSULTANT:**

By:

**ANGELITO T. LUPENA**
Consultant

**WITNESSES:**

**ANTONIA LYNNELY L. BAUTISTA**
End-user (AO-HCMD)

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

ACKNOWLEDGMENT

TAGUIG CITY
Before me, a notary public for and in Quezon City, this SEP 28 2026 2026, personally appeared the following:

| Name | Competent Evidence of Identity | Date/Place Issued |
|---|---|---|
| KENNETH V. TANATE, PhD | [redacted] | Quezon City |
| ANGELITO T. LUPENA | [redacted] | 0 58 |

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.

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

[redacted]

[redacted]

ATTY. SERGIE B. FLORAGUE
NOTARY PUBLIC
for and in the City of Taguig
Notarial Commission No. 6 (2026 - 2027)
Commissioned until December 31, 2027
Roll of Attorneys No. 76566
IBP O.R No. INV 561409 - 11/28/2025 - Baguio-Benguet
PTR No. A-6792378 – 01/05/2026 - Taguig City
MCLE Compliance No. VIII - 0014528
4140 General Santos Avenue, Lower Bicutan, Taguig City
09483677793 - fsblaw24@gmail.com

[redacted]

Doc. No. 104;
Page No. 22;
Book No. 25;
Series of 2026.