Engagement of a Highly Technical Consultant for the Establishment of the Dashboarding Manual for the PCC Individual Performance Management

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 31st day of August 2023 (the "Agreement") between the **Philippine Competition Commission**, 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 **Rainier M. Perlas**, with office address at No. 2224 Felipa St. Balic-Balic, Sampaloc, Manila (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 Establishment of the Dashboarding Manual for the PCC Individual Performance Management from 01 September to 31 December 2023** (the "Consulting Services") and has accepted a bid by the Consultant for the execution and completion of the Consulting Services in the sum of ***Four Hundred Twenty-Six Thousand Pesos (PhP426,000.00),*** inclusive of all applicable charges and taxes (the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, 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 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.*:

    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 or such other sums as may be ascertained, the Consultant agrees to provide the consultancy services and to remedy the defects therein in conformity with the provisions of this Agreement in accordance with the Consultant's bid.

4. The Entity agrees to pay the Consultant, in consideration of the provision of the required consultancy services, the Contract Price or such other sum as may become payable under the provisions of this Agreement in the time and manner prescribed, and in accordance with the terms of the bid.

5. The Consultant shall not, during and after the term of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the PCC's operations without the prior written consent of the PCC.

[redacted]

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.

For the **PHILIPPINE COMPETITION COMMISSION**

By: [redacted]

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

HIGHLY TECHNICAL CONSULTANT

By: [redacted]

RAINIER M. PERLAS
Highly Technical Consultant

WITNESSES:

[redacted]

ANTONIA LYNNELY L. BAUTISTA
End-User (AO-HCMD)

[redacted]

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

FIRST ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this __th day of AUG 31 2023, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE, PhD	GSIS UMID 006-0100-6833-7	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 four (4) pages, including the two (2) Acknowledgment pages, 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]ASA
APPOINTMENT 097/12/31/2023 MANILA
IBP NO. 181139 / 01/03/2023
PTR N. 0861145 / 01/03/2023
ROLL NO. 29679, TIN NO. 172-528-620
MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2025
27 , STA. CRUZ, MANILA

Doc. No. 212;
Page No. 44;
Book No. XIV
Series of 2023.

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

SECOND ACKNOWLEDGMENT

CITY OF MANILA AUG 31 2023

Before me, a notary public for and in _____ 2023, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
RAINIER M. PERLAS	Driver's License N02 - 12 - 016623	Manila 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 four (4) pages, including the two (2) Acknowledgment pages, 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.

Doc. No. 212;
Page No. 27;
Book No. XIV
Series of 2023.

ATTY. [redacted]ASA
NOTA
APPOINT
IBP NO. 181139 / 01/03/2023
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PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center I,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722
(+632) 8771 9713

NOTICE TO PROCEED

01 September 2023

MR. RAINIER M. PERLAS
Consultant
No. 2224 Felipa St. Balic-Balic, Sampaloc Manila

Dear **Mr. Perlas:**

This refers to the Notice of Award to you for the ***Engagement of a Highly Technical Consultant for the Establishment of the Dashboarding Manual for the PCC Individual Performance Management*** with a total amount of ***Four Hundred Twenty-Six Thousand Pesos (PhP426,000.00)*** inclusive of all applicable taxes.

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

Thank you.

Very sincerely,

[redacted]

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

Conforme:

[redacted]

RAINIER M. PERLAS
Date: Sept. 1, 2023

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