Procurement of Fuel through Fleet Card Services for the Philippine Competition Commission for CY 2025

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 31st day of March 2025 (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 **Northern Star Energy Corporation** with office address at 3rd Floor, 126 Amorsolo St., Legazpi Village, Makati City, represented herein by its Authorized Representative, **Jodicel R. Gesmundo** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity has invited bids for ancillary services particularly for the ***Procurement of Fuel through Fleet Card Services for the Philippine Competition Commission for CY 2025*** (the "Services") and has accepted a bid by the Supplier for the supply of such services in the sum of ***Three Million Pesos (PhP3,000,000.00)*** 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 under the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral parts of this Agreement, *viz.*:

   i. Bid Proposal;

   ii. Schedule of Requirements;

   iii. Technical Specifications;

   iv. Notice of Award of Contract and the Supplier's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Philippine Bidding Documents.

   The Supplier 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 Supplier agrees to provide the delivery of the said services

and to remedy the defects therein in conformity with the provisions of this Agreement in accordance with its bid.

4. The Entity agrees to pay the Supplier, in consideration of the provision of the required 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. 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
Executive Director and
Head of the Procuring Entity

NORTHERN STAR ENERGY CORPORATION

By:

JODICEL R. GESMUNDO
Authorized Representative

WITNESSES:

redacted

ROMMEL R. OIRA
Chief Administrative Officer,
General Services Division

(Signature over Printed Name)

REPUBLIC OF THE PHILIPPINES)
City of Makati) S.S

FIRST ACKNOWLEDGMENT

Before me, a notary public for and in CITY OF MAKATI, this **March 31, 2025** personally appeared the following:

Name	Competent Evidence of Identify	Date/Place Issued
KENNETH V. TANATE	Unified Multi-Purpose ID 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 two (2) pages, excluding its Annexes and the page on which this Acknowledgement 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.

ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2025
Appointment No. M-016-(2024-2025)
PTR No. 10466007 Jan. 2, 2025 / Makati
IBP Lifetime No. 04097 Roll No. 45790
MCLE Compliance No. VIII-0025286
Valid until April 14, 2028
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City

Doc. No. 459
Page No. 93
Book No. 68
Series of 2025.

REPUBLIC OF THE PHILIPPINES)
City of Makati) S.S

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in CITY OF MAKATI, this **March 31, 2025** personally appeared the following:

Name	Competent Evidence of Identify	Date/Place Issued
JODICEL R. GESMUNDO		

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 Acknowledgement 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.

ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2025
Appointment No. M-010-(2024-2025)
PTR No. 10466007 Jan. 2, 2025 / Makati
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VIII-0025286
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G/F Fedman Bldg., 199 Salcedo St.
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PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

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

NOTICE TO PROCEED

31 March 2025

MR. JODICEL R. GESMUNDO
Authorized Representative
Northern Star Energy Corporation
3rd Floor, 126 Amorsolo St,
Legazpi Village, Makati City

Dear **Mr. Gesmundo**:

This refers to the Notice of Award to ***Northern Star Energy Corporation*** for the ***Procurement of Fuel through Fleet Card Services for the Philippine Competition Commission for CY 2025*** in the total amount of ***Three Million Pesos (PhP3,000,000.00)*** inclusive of all applicable taxes.

In relation thereto, notice is hereby given to ***Northern Star Energy 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 sincerely,

redacted

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

redacted

Conforme:

JODICEL R. GESMUNDO
Date: March 31, 2025

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BAGONG PILIPINAS