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

01 January 2025

MR. GENEROSO T. CANLAS, JR.
Authorized Representative
LSERV Corporation
Units C &D, 21F Petron Mega Plaza 358 Sen.
Gil Puyat Ave., Makati City

Dear **Mr. Canlas**:

This refers to the Notice of Award to ***LSERV Corporation*** for the ***Provision of Human Resource Services for the Philippine Competition for C.Y. 2025*** in the total amount of ***Sixteen Million Forty-Four Thousand Seventy-One Pesos and 32/100 (PhP16,044,071.32,*** inclusive of all applicable taxes.

In relation thereto, notice is hereby given to ***LSERV 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:

GENEROSO T. CANLAS, JR.
Date: 01 JAN 2025

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BAGONG PILIPINAS

Provision of Human Resource Services for the Philippine Competition Commission for C.Y. 2025

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 1st day of January 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 **LSERV Corporation** with office address at Units C &D, 21F Petron Mega Plaza 358 Sen.
Gil Puyat Ave., Makati City, represented herein by its Authorized Representative, **Generoso T. Canlas, Jr.** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity has invited bids for services particularly for the ***Provision of Human Resource Services for the Philippine Competition for C.Y. 2025*** (the "Services") and has accepted a bid by the Supplier for the supply of such services in the sum of ***Sixteen Million Forty-Four Thousand Seventy-One Pesos and 32/100 (PhP16,044,071.32)*** 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 part 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.

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV Corporation

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

LSERV CORPORATION

By:

GENEROSO T. CANLAS, JR.
Authorized Representative

WITNESSES:

redacted

ANTONIA LYNNELY L. BAUTISTA
Chief Administrative Officer,
Human Capital Management Division

Rutchel L. Cruz
Manager
(Signature over Printed Name)

redacted

ROMMEL R. OIRA
Chief Administrative Officer,
General Services Division

Reviewed By:
OFFICE OF THE CORPORATE COUNSEL
LSERV CORPORATION

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

FIRST ACKNOWLEDGMENT

Makati City

Before me, a notary public for and in Quezon City, this JAN 2 2 2025 2025, personally appeared the following:

Name	Competent Evidence of Identity	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 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.

ATTY. CECILIA M. TUAZON
Notarial Commission No. M-136
Notary Public for Makati City until December 31, 2025
Roll No. 58750
IBP No. 377943 / 28 December 2023 / Manila IV
PTR No. 9565284 / 04 January 2024 / Makati City
MCLE Compliance No. VII-0022379
21 F Petron Mega Plaza
Building 358 Sen. Gil Puyat Avenue, Makati City
09175170113 [illegible]@lserv.com.ph

Doc. No. 175;
Page No. 36;
Book No. 16;
Series of 2025.

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION

REPUBLIC OF THE PHILIPPINES) S.S.
)

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in Makati City, this JAN 16 2025 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
GENEROSO T. CANLAS, JR.	Driver's License C02-01-075124	2033/10/27

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, as well as that of her principal.

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

ATTY. CECILIA M. TUAZON
Notarial Commission No. M-136
Notary Public for Makati City until December 31, 2025
Roll No. 58750
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21 F Petron Mega Plaza
Building 358 Sen. Gil Puyat Avenue, Makati City
09175170113; cmtuazon@lserv.com.ph

Doc. No. 167;
Page No. 35;
Book No. IV;
Series of 2025.

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION

redacted

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION