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

06 January 2025

Ms. TRACIE LOREN N. SANTIAGO
Account Manager
Handlink, Inc.
6th Floor AIC Center Bldg. Escolta Street,
Metro Manila

Dear **Ms. Santiago**,

This refers to the Notice of Award to ***Handlink, Inc.*** for the ***Procurement of Consolidated ICT Security Software Subscription for the Philippine Competition Commission*** for **Lot 2 - Anti-Virus (Endpoint and Server)** to **Handlink Inc.,** in the total amount of **Four Hundred Seventy-Two Thousand Six Hundred Fourteen Pesos (PhP472,614.00)** inclusive of all applicable taxes.

In relation thereto, notice is hereby given to ***Handlink, Inc.*** that the implementation of the said project shall commence on 09 February 2025. 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:

redacted

TRACIE LOREN N. SANTIAGO
Date: JANUARY 6, 2025

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BAGONG PILIPINAS

Procurement of Consolidated ICT Security Software Subscription for the Philippine Competition Commission
Lot 2: Anti-Virus (Endpoint and Server)

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 6th 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 ***Handlink, Inc.*** with office address at 6th Floor AIC Center Bldg. Escolta Street, Manila, represented herein by its Account Manager, **Ms. Tracie Loren N. Santiago** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity has invited bids for goods, particularly for the ***Procurement of Consolidated ICT Security Software Subscription for the Philippine Competition Commission*** - **Lot 2: Anti-Virus (Endpoint and Server)** (the "Goods") and has accepted a bid by the Supplier of such Goods in the sum of ***Four Hundred Seventy-Two Thousand Six Hundred Fourteen Pesos (PhP472,614.00),*** 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 part of this Agreement, *viz.*:

   i. Invitation to Bid;
   ii. Schedule of Requirements;
   iii. Detailed 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 Goods 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 Goods, 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.

PHILIPPINE COMPETITION COMMISSION

By:

[redacted]

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

HANDLINK, INC

By:

[redacted]

TRACIE LOREN N. SANTIAGO
Account Manager

WITNESSES:

[redacted]

ALLAN ROY D. MORDENO
Information Technology Officer III
Information and Communication Technology Division

[redacted]

Ruth Jane Soriano

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

ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City MANILA, this JAN 14 2025 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	[redacted]	Quezon City
TRACIE LOREN N. SANTIAGO	[redacted]	DFA NCR WEST

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.

Doc. No. 148;
Page No. 30;
Book No. V;
Series of 2025

[redacted]
ATTY. MARIELLE JENELLE L. LAGUERTA
Notary Public for City of Manila Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025
PTR. NO. 2041441- Jan. 2, 2025 at Manila
MCLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 88314