Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure 2025
Lot no. 1 - Uninterruptible Power Supply

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 01 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 **Commsource Systems and Integrated Solutions, Inc.**, with office address at 62 Ilocos Sur St. Bago Bantay, Ramon Magsaysay, Quezon City, represented herein by its Business Unit Head, **Glenn Wilfred M. Beridico** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity has invited bids for goods and ancillary services, particularly for the ***Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure 2025 - Lot no. 1 - Uninterruptible Power Supply*** (the "Goods") and has accepted a Bid by the Supplier for the supply of such goods and ancillary services in the sum of ***Two Million Four Hundred Ninety Thousand Pesos (PhP2,490,000.00),*** inclusive of all applicable charges and taxes (hereinafter referred to as 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 subsequently 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.

For the **PHILIPPINE COMPETITION COMMISSION**

By:

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

For **COMMSOURCE SYSTEMS AND INTEGRATED SOLUTIONS, INC.**

By:

GLENN WILFRED M. BERIDICO
Authorized Representative

WITNESSES:

ALLAN ROY D. MORDENO
Chief Administrative Officer
Information and Communications Technology Division

JOSHUA A. FLORENDO
PROJECT MANAGER

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

FIRST ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this JAN 10 2025 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	Unified Multi- Purpose ID CRN-006-0100-6833-7	

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. 203;
Page No. 42;
Book No. I-A;
Series of 2025.

ATTY. ARIEL D. LLADONES
Notary Public Quezon City
Roll No. 77699
PTR No. 6989508 / 1-2-25 / Q.C
IBP No. 491589 / 1-1-25 / Q.C
MCLE No. VIII-0009201; 6.4.2024
Admin Matter No. NP-059 (2024-2025)
Office Add. 74 Bukidnon St. Bago Bantay Q.C
Contact Number No. 09472765393

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

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in MAKATI CITY, this JAN 07 2025 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
GLENN WILFRED M. BERIDICO	DRIVER'S LICENSE N01-17-031327	09 AUGUST 2022 SJDM BULACAN

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.

Doc. No. 247;
Page No. 57;
Book No. 3;
Series of 2025.

ATTY. JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment No. M-16 until Dec. 31, 2025
Roll No. 45790/IBP Lifetime #04897/07-03-2003
PTR No. 10466007/ 01-02-2025/Makati City
MCLE No. VII-0016370/04-26-2022
G/F Fedman Suites 199 Salcedo Street
Legaspi Village Makati City

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 January 2025

Mr. GLENN WILFRED M. BERIDICO
Business Unit Head
Commsource Systems and Integrated Solutions, Inc.
62 Ilocos Sur St. Bago Bantay, Ramon Magsaysay,
Quezon City

Dear **Mr. Beridico**:

This refers to the Notice of Award to ***Commsource Systems and Integrated Solutions, Inc.*** for the ***Procurement of Comprehensive ICT Maintenance Services for the Philippine Competition Commission Data Center Infrastructure 2025 – Lot No. 1 Uninterruptible Power Supply in the total amount of Two Million Four Hundred Ninety Thousand Pesos (PhP2,490,000.00)***, inclusive of all applicable taxes.

In relation thereto, notice is hereby given to ***Commsource*** 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,

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

Conforme:

GLENN WILFRED M. BERIDICO
Date: 01 JANUARY 2025

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