

## NOTICE TO PROCEED

01 January 2025

**Ms. KRISTINE D. GAMBOA**

Head, Business Development Group

**Philippine Global Communications, Inc.**

Philcom Building, 8755 Paseo De Roxas, Makati City

Dear **Ms. Gamboa**,

This refers to the Notice of Award to **Philippine Global Communications, Inc.** for the **Supply, Delivery, Installation and Provision of 500 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission** in the total amount of **One Million Eight Hundred Pesos (PhP1,800,000.00)**, inclusive of all applicable taxes.

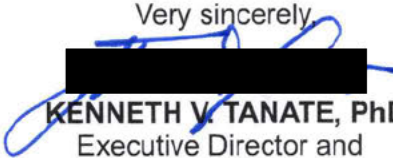
In relation thereto, notice is hereby given to **Philippine Global Communications, Inc.** that the implementation of the said project shall commence immediately. You are expected to perform the terms and conditions stipulated in the attached Contract Agreement.

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](mailto: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:

  
**KRISTINE D. GAMBOA**

Date: **JAN 01 2025**



## Supply, Delivery, Installation and Provision of 500 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission

### CONTRACT AGREEMENT

THIS AGREEMENT is made on the 1<sup>st</sup> 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 **Philippine Global Communications, Inc.**, with office address at Philcom Building, 8755 Paseo De Roxas, Makati City, represented herein by its Authorized Representative, **Kristine D. Gamboa** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity has invited bids for services, particularly for the **Supply, Delivery, Installation and Provision of 500 Mbps Direct Fiber Bonded Internet Connection Service for the Philippine Competition Commission** (the "Services") and has accepted a Bid by the Supplier for the supply of such services in the sum of **One Million Eight Hundred Thousand Pesos (PhP1,800,000.00)** 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.

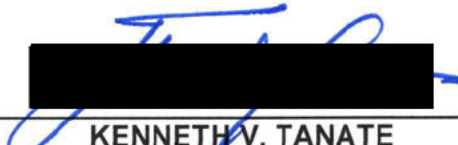
3. In consideration of the Contract Price or such other sums as may be ascertained, the Supplier agrees to provide the delivery of the said services and to remedy the defects therein in conformity with the provisions of this Agreement in accordance with its Bid.

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:

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

For **PHILIPPINE GLOBAL  
COMMUNICATIONS, INC.**

By:

  
\_\_\_\_\_  
**KRISTINE D. GAMBOA**  
Authorized Representative

**WITNESSES:**

  
\_\_\_\_\_  
**ALLAN ROY D. MORDENO**  
Information Technology Officer III  
Information and Communications Technology  
Division

  
\_\_\_\_\_  
**JOSEPH D. BAUTISTA**  
**SENIOR MANAGER FOR TECHNICAL SERVICE**



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

## FIRST ACKNOWLEDGMENT

Before me, a notary public for and in the City of Manila, this JAN 20 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. 613 ;  
Page No. 67 ;  
Book No. VIII ;  
Series of 2025.

ATTY. MARIELLE JENELLE L. LACUESTA  
Notary Public for City of Manila- Until Dec. 31, 2025  
Notarial Commission No. 2024-179  
Tower 3, 3K, No. 102 N. EDSA St., Ermita, Manila  
I.B.P. NO. 488297- Dec. 27, 2024 for the year 2025  
PTR. NO. 2041441- Jan. 2, 2025 at Manila  
MCLE No. VII-0010560- Valid until 4-14-2028  
ROLL NO. 88314

REPUBLIC OF THE PHILIPPINES )  
 ) S.S.

CITY OF MANILA

### SECOND ACKNOWLEDGMENT

Before me, a notary public for and in CITY OF MANILA, this JAN 20 2025, 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KRISTINE D. GAMBOA	DRIVER'S LICENSE N04-08-024775	NOVEMBER 14, 2022 / MAKATI 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 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. 313;  
Page No. 04;  
Book No. VIII;  
Series of 2025.

ATTY. MARIELLE 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  
LRP 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. 86314