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

MS. JANE A. DUNGCA
Senior Business Development Consultant
20 Scout Limbaga St., Laging Handa,
Quezon City, 1103 PH

Dear **Ms. Dungca;**

This refers to the Notice of Award to **Ynzal Marketing Corporation** for the ***Procurement of Subscription Licenses for Graphic Design, Video Editing, Web Development, Photography and Cloud Services for the Philippine Competition Commission*** *in the total amount of* ***Nine Hundred Forty-Three Thousand Eight Hundred Seventy Pesos (PhP943,870.00)***, inclusive of all applicable taxes.

In relation thereto, notice is hereby given to **Ynzal Marketing 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

Conforme:

[redacted]

JANE A. DUNGCA
Date: 1-1-2025

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www.tuv.com ID 9108652446

BAGONG PILIPINAS

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 **YNZAL MARKETING CORPORATION**, with office address at 20 Scout Limbaga St., Laging Handa, Quezon City, 1103 represented herein by its Senior Business Development Consultant, **Jane A. Dungca** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity is desirous in procuring goods from the Supplier, particularly for the ***Procurement of Subscription Licenses for Graphic Design, Video Editing, Web Development, Photography and Cloud Services for the Philippine Competition Commission*** (the "Goods") and has accepted a bid by the Supplier of the said Goods in the sum of ***Nine Hundred Forty Three Thousand Eight Hundred Seventy Thousand Pesos (PhP 943,870.00)*** 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 by 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. Request for Proposal;
    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.

For the **PHILIPPINE COMPETITION COMMISSION**

By:

[redacted]

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

YNZAL MARKETING CORPORATION

By:

[redacted]

JANE A. DUNGCA
Senior Business Development Consultant

WITNESSES:

[redacted]

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

[redacted]

QUEZON CITY) S.S.

ACKNOWLEDGMENT

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

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	GSIS UMID 006-0100-6833-7	Quezon City
JANE A. DUNGCA	Passport# P7763252C	8-16-2024 DFA NC

Known to me or identified by me through competent evidence of identity to be the same persons 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 their free and voluntary act and deed, as well as that of their principal.

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

ATTY. JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment No. M-18 until Dec. 31, 2025
Roll No. 49790/IBP Lifetime 07-03-2003
PTR No. [illegible] Makati City
MCLE [illegible]-26-2022
G/F Fedman Suites 150 Salcedo Street
Legaspi Village Makati City

Doc. No. 113;
Page No. 24;
Book No. 13;
Series of 2025.