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

04 September 2023

MR. RICO M. HERNANDEZ
President and CEO
MyBusybee, Inc.
Unit 7 Burgundy Place Condominium
174-B. Gonzales Street, Loyola Heights
Quezon City

Dear **Mr. Hernandez**:

This refers to the Notice of Award to ***MyBusybee, Inc.,*** for the ***Procurement of Consulting Services for the Design of the Knowledge Hub of the Philippine Competition Commission (Phase 1)*** in the total amount of ***One Million Six Hundred Forty-Four Thousand Pesos Only (PhP1,644,000.00)*** inclusive of all applicable taxes.

In relation thereto, notice is hereby given to ***MyBusybee, Inc.,*** that the implementation of the said engagement 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 or procurementunit@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]

RICO M. HERNANDEZ
Date: September 05, 2023

TÜVRheinland CERTIFIED
Management System ISO 9001:2015
www.tuv.com ID 9108652446

Procurement of Consulting Services for the Design of the Knowledge Hub of the Philippine Competition Commission (Phase 1)

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 04th day of September 2023 (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 **MyBusybee, Inc**, with office address at Unit 7 Burgundy Place Condominium, 174-B. Gonzales Street, Loyola Heights, Quezon City, represented herein by its President, **Rico M. Hernandez** (hereinafter referred to as the "Consultant") (collectively herein referred to as the "Parties");

WHEREAS, the Entity is desirous in engaging the services of a Consultant, particularly for the ***Procurement of Consulting Services for the Design of the Knowledge Hub of the Philippine Competition Commission (Phase 1)*** (the "Consulting Services") *for a period of three (3) months,* and has accepted a bid by the Consultant for the execution and completion of the Consulting Services in the sum of ***One Million Six Hundred Forty-Four Thousand Pesos Only (PhP1,644,000.00)*** 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. Terms of Reference;

    iv. Notice of Award of Contract and the Consultant'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 Consultant 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 Consultant agrees to provide the consultancy 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 Consultant, in consideration of the provision of the required consultancy 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. The Consultant shall not, during and after the term of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the PCC's operations without the prior written consent of the PCC.

6. 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, PhD
Executive Director & Head of the Procuring Entity

MYBUSYBEE, INC.

By:

RICO M. HERNANDEZ
President

WITNESSES:

ARNOLD ROY D. TENORIO
End-User (CKMO)

Andrea A. Hernandez
Chief Operating Officer

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

FIRST ACKNOWLEDGMENT

SEP 07 2023

Before me, a notary public for and in Quezon City, this ___ August 2023, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE, PhD	GSIS UMID 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 four (4) pages, including the first and second Acknowledgment, but 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.

[redacted]

ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. /Until Dec. 31, 2024
Roll No. 50183
PTR No. 4007172D/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kamagong St., Sapamanua Vill. East Fairview Q.C.
TIN: 138-541-197-000

Doc. No. 24;
Page No. 09;
Book No. XXXIII;
Series of 2023.

[redacted]

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

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in QUEZON CITY, this SEP 07 2023 August 2023, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
RICO M. HERNANDEZ	Passport - P4929509B	May 05, 2022 DFA Manila

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 consisting of four (4) pages, including the first and second Acknowledgment, 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.

[redacted]

ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. /Until Dec. 31, 2024
Roll No. 50183
PTR No. 4007121D/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
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Adm. Matter No. NP-062(2022-2023)
2[illegible] Kamiguing St., Sapamanai Vill. East Fairview Q.C.
TIN: 138-541-197-000

Doc. No. 242;
Page No. 49;
Book No. XXXIII-D
Series of 2023.

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