PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

9/F and 25/F Vertis North Corporate Center 1
North Avenue, Bagong Pag-Asa, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

REQUEST FOR PROPOSAL

Webhosting Services for PCC Website

P.R. No./Date R **2026-07-0108 / 22 July 2026** *RFQ/P No. / Date:* **2026-08-0092 / 20 August 2026**

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached ***Technical Specifications*** *subject to the Terms and Conditions and within the* **Approved Budget for the Contract**.

Required Documents/Information to be submitted as Attachments to the Proposal:

- *Valid Mayor's/Business Permit / BIR Certificate of Registration in case of individual.*
- *PhilGEPS Registration Number*
- *Notarized Omnibus Sworn Statement and it applicable,Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney for sole proprietorship or all members of the joint venture or giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.* **Template may be access in GPPB -TSO website or visit this link:** https://www.gppb.gov.ph/wp-content/uploads/2025/08/NGPA_Omnibus-Sworn-Statement.docx
- *Signed Technical Specifications*
- *Signed Request for Proposal*
- ***Other documentary requirements specified in the Technical Specifications***

This pro-forma quotation maybe submitted through ***registered*** *or* ***electronic mail*** *to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to* ***procurement@phcc.gov.ph*** *or (assigned PBAC Sec email* ***jsarevalo@phcc.gov.ph)*** *on or before* **28 August 2026, 5:00 PM** *subject to the following Terms and Conditions:*

1. *All entries shall be typed or written in a clear legible manner.*
2. *No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.*
3. *All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.*
4. *Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to* **(BIR 2306)** *5% R-VAT and* **(BIR 2307)** *1% (PO) or 2% (JO) deductions.*
5. *PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.*
6. *Salient provisions of the IRR of RA 12009: Section 71 - Liquidated Damages and Section 98 - Imposition of Administrative Penalties shall be observed.*
7. *PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 70 of the same IRR.*
8. *In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.*
9. *In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed* ***Technical Specifications.***
10. *Please note that the award of the procurement is on a* **per lot basis.**
11. *This project adopts the Implementing Rules and Regulations of RA 12009.*

Very truly yours,

[redacted]

ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson

Item No.	QTY	Unit	ABC	Project Title	Total Amount (PhP) (To be filled out by the supplier)
1	1	Lot	₱400,000.00	Webhosting Services for PCC Website	
Total ABC			**₱400,000.00**	*(Please see attached Technical Specifications)*	
				TOTAL Amount :	
Delivery Instructions:				*(Please see attached Technical Specifications)*	

(Please provide ***complete*** *information below)*

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____
Designation/Position : _____
Name of Company : _____
Address : _____
Telephone / Fax : _____
E-mail Address: _____
Company Tax Identification Number : _____

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DETAILED TECHNICAL SPECIFICATIONS

Webhosting Services for PCC Website

I. RATIONALE

The Philippine Competition Commission (PCC) seeks to establish a comprehensive, reliable, and secure web hosting solution for its website. The PCC website is envisioned to be a comprehensive platform that facilitates access to PCC's resources, news, publications, regulatory updates, and other essential information. It will serve as an essential tool for communication, education, and transparency, contributing to the PCC's goal of creating a competitive and fair marketplace in the Philippines.

II. OBJECTIVES

- Procure a reliable, secure, and managed web hosting service for the Philippine Competition Commission (PCC) website.
- Ensure the continuous availability, optimal performance, security, and accessibility of the PCC website through a hosting environment that meets the prescribed technical and service level requirements.
- Provide managed hosting services, including technical support, website backup, security services, and other essential hosting components necessary to support the operation of the PCC website.
- Support the PCC's digital services by providing a scalable and dependable hosting infrastructure capable of accommodating future operational and technological requirements.

III. SCOPE OF WORK

- Must submit a signed Service Level Agreement including details **(Annex A)**.
- Submission of implementation plan, rollback plan, and Gantt chart for monitoring project timeline/schedules (applicable for migration activity).
- Provisioning and replication of existing web servers and DNS configuration as part of the migration process, in case of transfer.
- Provide technical support for management and configuration of server properties.
- Provision of Wildcard SSL certificate (individual license/certificates) valid for twelve (12) months.

- Provision of Captcha and Turnstile **configuration**.
- Provide and manage automated daily cloud backups of the website, including website files, databases, and server configurations.
- Subscription period for **twelve** (12) months.
- Participate in quarterly onsite meeting at the PCC.
- Within **fifteen (15) calendar days** after the **expiration** or **termination of the Contract**, permanently delete all PCC-related server configurations, website files, databases, and backups from the Service Provider's infrastructure and submit a signed Certificate of Data Deletion certifying that no PCC information has been retained.

IV. INFORMATION SECURITY MANAGEMENT SYSTEM

To ensure the Philippine Competition Commission (PCC) maintains a high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the supplier(s) for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The supplier(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The supplier(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

The following must be submitted after the issuance of **Notice of Award** or **Purchase Order** or **Job Order**:

A. Notarized Non-Disclosure Agreement (**Annex B**)
B. Data Sharing Agreement (**Annex C**)
C. Project Risk Management Plan (**Annex D**)

The documents will be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System and will not form part of the submission for payment processing.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **FOUR HUNDRED THOUSAND PESOS ONLY**

(400,000.00), inclusive of all applicable government taxes and service**.** The contract price shall include all the costs and profits arising from or in relation to the services rendered in connection with the engagement and until the end of the contract.

Bids received exceeding the ABC shall be automatically disqualified/rejected.

VI. QUALIFICATION OF THE SERVICE PROVIDER

The bidder(s) must possess a valid and current registration with the Philippine Government Electronic Procurement System (PhilGEPS). Proof of **valid PhilGEPS registration** shall be submitted as part of the eligibility requirements:

Moreover, the bidder must submit the following additional requirements as part of the bid submission:

A. The bidder shall submit a valid **Tax Clearance** to demonstrate compliance with applicable tax obligations and government procurement requirements.

B. Submit a list of the identified technical personnel who will be assigned to the project, together with their **signed curriculum vitae, demonstrating at least three (3) years of relevant experience** in the provision, administration, operation, maintenance, and technical support of webhosting services or similar information technology services.

C. The bidder shall submit copies of clients' **Certificates of Satisfactory Performance**, **Certificates of Completion and Acceptance**, or **equivalent documents from at least three (3) clients for contracts completed within the last five (5) years** involving services similar to the requirements of this project. Similar contracts refer to the provision of managed webhosting services, including website hosting, server administration, security, backup and recovery, technical support, and other related hosting services.

The pertinent documents to support the above-mentioned qualifications **shall be part of the bid-submission**.

VII. TECHNICAL SPECIFICATIONS:

Minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers.

- Subscription period of twelve (12) calendar months.

- Must provide reliable primary and secondary Domain Name Server (includes migration of entries)
- Must have the following specifications.

FEATURES	One (1) **Active** Server
Operating System	Almalinux 9 with CPanel or equivalent
vCPU	At least 6vCPU
RAM	At least 12GB
Storage	At least 160 GB
Data Cap	At least 5 TB
IP Address	At least 1 IPv4
Multiple Hosted Domains	At least 5
Security software	One (1) year
Content Delivery Network Services (CDN, DDoS Protection, SSL/TLS Encryption, DNS Management)	*Paid version for one (1) year*
Website Backup Solutions (Automated Website Backup, Website Monitoring, Malware Detection, Historical Versioning, Secure Offsite Storage)	*Paid version for one (1) year*
Website Firewall and Protection Services (Web Application Firewall (WAF), Anti-Web Scraping Protection, Bot Management, Rate Limiting, Blacklist Monitoring, Malware Detection and Removal)	*Paid version for one (1) year*
Wild Card Secure Socket Layer (SSL)	Paid version for one (1) year (individual license/certificates)

SSH/SFTP access	One (1) year
Tracking and Reporting	One (1) year
Content Management System	Compatible with major Content Management Systems (CMS), including the existing CMS with GrapeJS Page Builder, or equivalent
Database	MySQL
MySQL User	Unlimited
Database Management	PHPMyAdmin
Multiple Sub-Domains	Unlimited
Instant Setup / Activation	Yes
Latest cPanel	Yes
Uptime	99.5% Uptime Guarantee
Backup	
Backup Frequency	*Daily*
Retention Period	*30 days*
Backup Storage location	*Cloud*
Restoration time objective	*Within 2 hours*
Support	24x7/365
Delivery Period	30 calendar days

VIII. SCHEDULE OF REQUIREMENTS:

Must complete the setup and provisioning within thirty (30) calendar days from receipt of Notice to Proceed and/or Job Order.

IX. MODE OF PROCUREMENT:

The mode of procurement shall be **Small Value Procurement**, provided under the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 12009.

X. PAYMENT SCHEME:

The payment shall be **ON A QUARTERLY BASIS**. The PCC shall pay the service provider within thirty (30) calendar days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

Payment shall be released and claimed within the PCC premises or be credited to the Service Provider's bank account, net of applicable bank transfer charges.

XI. SERVICE LEVEL CREDITS

The Service Provider shall maintain a minimum monthly service uptime of **99.5%** throughout the contract period. Failure to meet this requirement shall entitle the Procuring Entity to Service Level Credits in accordance with **Annex A: Service Level Agreement, Section 8**.

The Service Provider shall submit monthly uptime reports and provide access to real-time monitoring tools to verify compliance. These shall serve as the basis for validating uptime performance and any applicable Service Level Credits, without prejudice to the Procuring Entity's right to impose liquidated damages or exercise other remedies under the Contract and applicable laws.

XII. LIQUIDATED DAMAGES:

If the Supplier fails to satisfactorily deliver any or all of the goods and/or perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%), the Procuring Entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XIII. DISPUTE AGREEMENT / RESOLUTION:

Should any dispute relate to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:

[redacted]

ELLIS MIKHAIL M. MANGUNE
Information Systems Analyst II

Approved by:

[redacted]

ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Noted by:

[redacted]

JESON Q. DE LA TORRE
Director IV, Administrative Office

Conforme:

_____
Name and Signature of Authorized Representative

_____
Designation

_____
Name of Company

_____
Date

ANNEX A.

Service Level Agreement (SLA)

This Service Level Agreement (SLA) outlines the expectations and responsibilities of the **Service Provider** and **the Philippine Competition Commission** for the provision of web hosting services.

1. Effective Date & Term

This Agreement shall commence upon issuance of the Notice to Proceed and activation of the service and shall remain valid for twelve (12) months unless terminated by parties according to the terms outlined in this SLA.

2. Scope of Services

The Service Provider agrees to provide web hosting services as detailed below:

- **Hosting Environment**: Virtual Private Server (VPS)
- **Server Specifications**: Please refer to *Section VII. Technical Specifications* table.
- **Uptime Guarantee**: 99.5% uptime per month
- **Website Hosting Space**: at least 160GB
- **Backups**: Daily (*refer to Section VII. Technical Specifications*)
- **Technical Support**: 24x7 support availability
- **Security**: SSL certificates (Wildcard – Individual Licenses/Certificate), Security software (*refer to Section VII. Technical Specifications*)

3. Performance Standards

The Service Provider agrees to provide web hosting with the following performance metrics:

- **Uptime**: The Service Provider guarantees 99.5% uptime for hosting services, excluding scheduled maintenance.
    - **Uptime Calculation**: Total time the service is available is divided by the total time in a month.
    - **Penalty for Downtime**: If uptime falls below the guaranteed 99.5%, the Service Provider will provide credit to the Client.
        - **Calculation of Credit**: one tenth (0.1%) of 1% of total contract for each percentage point downtime below the guarantee.
- **Availability Monitoring:** The service provider must provide accessible real-time monitoring tools to the PCC to verify uptime performance throughout the contract period.
- **Support Response Time**:
    - **Security & Critical Incidents** : Initial response and engagement within 15 minutes; full resolution target within **4 hours. This includes website downtime, active malware infections, or DDoS attacks.**
    - **Non-Critical Issues**: Response within **3 business days**

4. Availability of Support Services

Support services will be available **24/7** through the following channels:

- Email: [support@provider.com]
- Phone: [Support Phone Number]
- Live Chat: Microsoft Teams or Viber App

The response times will be as per the guidelines above.

5. Scheduled Maintenance

Scheduled maintenance will be performed regularly, and the Service Provider will notify the Client at least 5 days in advance. The scheduled maintenance window will be from **12:00 am to 5:00 am** and is expected to last no longer than **1 hour**. Maintenance that is expected to exceed the agreed duration will be communicated to the Client in advance.

6. Security and Backups

- **Backups**: The Service Provider will perform daily backups of all website files, databases, and server configurations, and store them for a period of **30 days**.
- Storage Integrity: Backups must be stored in a secure off-site or cloud-based location (separate from the primary server) to ensure data safety in the event of a total server failure.
- **Data Restoration**: In the event of a data loss, the Client may request data restoration. The Service Provider will restore data from the most recent backup available within **2 hours** of a request.
- **Security**:
    - The Service Provider will implement security measures such as firewalls, SSL encryption, and DDoS protection to protect the Client's website.

The Client is responsible for implementing any additional security measures for their website content (e.g., content management system updates).

7. Operational Reporting

To ensure transparency and compliance, the Service Provider shall submit the following routine reports to the PCC:

a. Monthly Uptime Reports: Logs verifying the actual monthly availability against the 99.5% guarantee.

b. Incident Reports: Immediate notification of any breach or downtime, followed by a comprehensive post-mortem (root cause analysis and mitigation steps) for security incidents or data corruption.

c. Usage & resource Reports: Bi-weekly or monthly logs detailing bandwidth usage, server health (vCPU/RAM load), and storage consumption.

d. Backup Verification Logs: Evidence of daily backup success rates, including historical versioning status and verification of the secure cloud storage location.

8. Service Levels & Credits

In the event of service interruptions that do not meet the agreed performance standards, the Client may be entitled to the following service credits:

Issue Type	Service Credit
Downtime below the minimum guaranteed 99.5% uptime	**5%** of monthly fee per hour of downtime, calculated on a prorated basis for partial hours
Critical support/ Security delays	**10%** of monthly fee per hour of delayed response beyond the SLA target
Data restoration failure	**75%** of monthly fee if no restoration is provided in within 2 hours (not prorated)
Reporting failure	**2%** of monthly fee for each failure to provide a required Operational Report with 5 business days of the reporting period.

Note: Service credits are not cumulative and will be the only remedy for performance failures. **Prorated calculation** means that partial hours of downtime or delay are computed as a fraction of the applicable service credit. (e.g., 30 minutes downtime below the minimum guaranteed 99.5% uptime = 2.5% credit).

9. Client Responsibilities

The Client agrees to:

- Provide accurate contact information for support purposes.
- Ensure that their content complies with legal regulations and does not violate third-party rights.
- Maintain secure login credentials for accessing the hosting services.
- Implement security measures for the Client's website that exceed the Service Provider's offering if necessary.

10. Termination

Pursuant to Section 99.2 of the Revised Implementing Rules and Regulations of Republic Act No. 12009, the Procuring Entity reserves the right to terminate the contract in the event that the cumulative liquidated damages imposed upon the Service Provider reach equal or more than ten percent (10%) of the total contract price, constituting a failure to perform within the required period.

11. Amendments

This Agreement may be amended or modified by mutual written consent of both parties.

12. Dispute Agreement/ Resolution

Should any dispute relate to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application.

The venue of the proceedings shall be in Quezon City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

Signature
Client: _____
Date: _____

Service Provider: _____
Date: _____

ANNEX A-1

Technical Requirements Checklist			
Particulars	**Software (Name/Brand)**	**Submitted (✓/X)**	**Remarks**
Operating System			
vCPU			
RAM			
Storage			
Data Cap			
IP Address			
Multiple Hosted Domains			
Security Software			
Content Delivery Network Services			
Website Backup Solutions			
Backup Storage (local, cloud)			
Website Firewall and Protection Services			
Wildcard Secure Socket Layer (SSL)			
SSH/SFTP access			
Tracking and Reporting			
Content Management System			
Database			
Database Management			
Multiple Sub-Domains			
Instant Set-up/Activation			
Latest CPanel			

Note: Please submit/attach the checklist along with other soft copies of pertinent documents as proof/means of verification.

ANNEX A-2

Documentary Requirements Checklist		
Document Name	**Submitted (✓/X)**	**Remarks**
Submit any one (1) of the following: • Valid PhilGEPS Registration – Proof of Registration/Organization Profile (**Red Membership**); **or** • Valid PhilGEPS Platinum Certificate (**Platinum Membership**).		
Mayor's/Business Permit		
DTI/SEC Certificate		
Tax Clearance		
Notarized Omnibus Sworn Statement		
Notarized Secretary Certificate		
List of Assigned Technical Personnel:		
• Signed Curriculum Vitae		
• Proof of 3 years relevant experience		
Any one (1) of the following documents from each of at least three (3) clients for contracts completed within the last five (5) years: • Certificate of Satisfactory Performance; **or** • Certificate of Completion and Acceptance; **or** • Other equivalent document.		
Annex A: Service Level Agreement (**SIGNED**)		
Annex A-1: Technical Requirements Checklist (**Accomplished**)		

Note: Please submit/attach the checklist along with other soft copies of pertinent documents as proof/means of verification.

ANNEX B

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this __ day of August 2026 by and between:

> **[SUPPLIER]**, with office address at **[ADDRESS]**, represented herein by its Proprietress, **[NAME]**, and hereinafter referred to as the "FIRST PARTY";
>
> - and -
>
> **THE PHILIPPINE COMPETITION COMMISSION**, with office address at 9/F and 25/F Tower 1, Vertis North Corporate Center, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE**, and hereinafter referred to as the "SECOND PARTY";

The FIRST PARTY and the SECOND PARTY shall collectively be called "Parties", and each, a "Party".

Recitals:

A. The FIRST PARTY was engaged by the SECOND PARTY to provide policy, technical, and advisory support to the latter (the "Services");

B. To enable the FIRST PARTY to effectively provide the Services to the SECOND PARTY, the SECOND PARTY needs to disclose certain Confidential Information relating to its operations and the exercise of its powers and functions;

C. In order to protect such Confidential Information from unauthorized use and disclosure, the SECOND PARTY and the FIRST PARTY have agreed to set out their rights and obligations with respect to such information.

For and in consideration of the foregoing and the agreements hereinafter set forth, the Parties agree as follows:

1. Confidential Information

1.1 Definition. "Confidential Information" as defined herein, refers to all information designated by the SECOND PARTY as confidential or would reasonably be regarded as confidential or proprietary in nature, or treated as confidential, including, but not limited to the following:

a. The submitted source documents of the SECOND PARTY pertinent to the Services, and to any data or information that the SECOND PARTY may disclose or the FIRST PARTY may have access to, and/or developed or maintained by the FIRST PARTY, in the course of providing the Services to the SECOND PARTY; or

b. Any data or information which the FIRST PARTY obtains by virtue of his Services to the SECOND PARTY, including such data or information that, although not necessary or connected to the performance of the Services, would not be known by the FIRST PARTY if not for the provision of Services to the SECOND PARTY;

whether such documents, data or information are in writing, given orally or by any other means, and whether such disclosure occurs before or after the effectivity of this Agreement.

1.2 Exclusions. Confidential Information shall not include:

a. information that has become publicly known other than as a result of the breach by the FIRST PARTY, or any of his representatives, of either this Agreement or any other confidentiality obligation any such person has, had, or may have to the SECOND PARTY or any of its officers, employees, development partners, or officers or employees of the SECOND PARTY's development partners, under this Agreement or otherwise;

b. information that has been obtained from a person other than the SECOND PARTY, the SECOND PARTY's officers, employees, development partners, or officers or employees of the SECOND PARTY's development partners, provided the information has not been obtained unlawfully or as a direct or indirect result of the breach of any person of a confidentiality obligation to the SECOND PARTY or any of its officers, employees, development partners, or officers or employees of the SECOND PARTY's development partners;

c. information which is already in the possession of the FIRST PARTY at the time of disclosure by the SECOND PARTY as shown by the FIRST PARTY's files and records immediately prior to the time of disclosure;

d. information required by law to be disclosed, provided that the FIRST PARTY gives the SECOND PARTY prompt notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; and

e. information disclosed with the prior and valid written consent of the SECOND PARTY pertaining only to the extent agreed upon by the Parties.

2. Confidentiality Obligations

2.1 **Undertakings of the FIRST PARTY.** The FIRST PARTY agrees and binds itself to:

a. hold the Confidential Information in strict confidence and for the sole benefit of the SECOND PARTY;
b. take reasonable and necessary steps to guard against the unauthorized dissemination or disclosure of the Confidential Information;
c. handle the Confidential Information with the same degree of care used to protect his own Confidential Information, but in no event less than reasonable care;
d. not disclose any Confidential Information to any other person without the prior written consent of the SECOND PARTY;

e. not to divulge the manner, fees paid, procedures undertaken or any information regarding the Services to anyone not a Party to this Agreement without the prior written consent of the SECOND PARTY;

f. use the Confidential Information solely for the purposes described under this Agreement and shall not use in any way to the detriment of the SECOND PARTY; and

g. immediately return, physical or at least physically ascertainable Confidential Information, including but not limited to, notes, documents, memoranda, and other writings, electronic records, communications and the like to the SECOND PARTY upon termination or expiration of employment to the extent of his/her possession and/or control.

3. Miscellaneous

3.1 **Relief.** Any violation of the duties herein contemplated by any of the Parties, or his/her representatives, officers, or employees, shall subject the offending Party to a penalty for damages, without prejudice to any other civil, criminal and administrative liabilities that the offending Party may incur under the laws of the Republic of the Philippines.

3.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties in relation to its subject matter and the Parties acknowledge that no claim or defense shall arise in respect of any agreement so superseded by this Agreement. It is understood that there are no other warranties, conditions or terms applicable to this Agreement whether express or implied.

3.3 **Variations or Modification in Writing.** Any variation or modification to this Agreement shall be binding and effective only if it is in writing and signed by both Parties.

3.4 **Severability.** If any term in, or provision of, this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, the term or provision shall, to that extent, be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

3.5 **Survival.** The rights and obligations of each Party contained in this Agreement shall survive and remain in full force after termination, except when all Confidential Information of the SECOND PARTY disclosed hereunder becomes publicly known and made generally available through no action or inaction of the FIRST PARTY.

3.6 **No Prejudice to Rights/Waiver.** No failure to exercise, or delay in exercising, any right or remedy under this Agreement will operate as a release or waiver of such right or remedy or any other right or remedy, nor will any single or partial exercise of any right or remedy under this Agreement or provided under Philippine Law preclude any other or further exercise of it or the exercise of any other right or remedy or prejudice or affect any right or remedy against others under the same liability whether joint, several or otherwise. A waiver of any breach of this Agreement or any right of remedy under this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

3.7 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which who so executed shall be construed as a whole and deemed to be as one and the same original document. 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 have hereunto affixed their signatures this __ day of August 2026 at Quezon City.

For the First Party:

[Name of First Party/Representative]
[Title of the First Party Representative, if Non-Juridical Person]

For the Second Party:

Kenneth V. Tanate
Executive Director

Witnessed By:

[Name of Witness for the First Party]
[Title of the Witness for the First Party]

[Name of Witness for the Second Party]
[Title of the Witness for the Second Party]

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED

who are known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of ___ pages including this page wherein this Acknowledgment is written and is signed by the parties and their instrument witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ____ day of _____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202___.

ANNEX C

Data Sharing Agreement *(Attachment will be provided to the supplier separately)*

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

PCC-[Name of Service Provide] DATA SHARING AGREEMENT

This Data Sharing Agreement (the "Agreement") is made and entered into this _____ by and between:

PHILIPPINE COMPETITION COMMISSION, a government agency created and organized by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act ("PCA") with office located at 25/F Tower I, Vertis North Corporate Center, North Avenue, Quezon City 1105, represented by _____ in his capacity as Director IV of the Administrative Office, hereafter referred to as the PCC;

-and-

NAME OF SERVICE PROVIDER, a corporation organized and existing under the laws of the Republic of the Philippines, with office address at _____, Metro Manila, Philippines, represented by _____ in his/her capacity as _____, hereafter referred to as the SERVICE PROVIDER.

(The PCC and the [Service Provider] are hereinafter referred to individually as a "Party" and collectively as the "Parties".)

RECITALS:

1. WHEREAS, the Parties has entered into a Service Agreement for the implementation of the _____ (the "Project") dated _____ (the "Service Agreement");
2. WHEREAS, the Service Agreement stipulates that the SERVICE PROVIDER shall *provide consulting services for the* _____ *and implement the said Project*; and
3. WHEREAS, the Service Agreement inevitably involves the access, collection, use and processing of personal data by the SERVICE PROVIDER on behalf of the PCC.

NOW THEREFORE, the parties agree as follows:

1. Nature of this Agreement

This Agreement involves the subcontracting and sharing of the processing of personal data to a Personal Information Processor (PIP). This Agreement serves as

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Annex D

Project Risk Management Plan *(Attachment will be provided to the supplier separately)*

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

PROJECT RISK MANAGEMENT PLAN	
Project Information	
Project Name	
Project Overview	
Project Manager	
Contact Information	

Potential Risk/ Hazard	Likelihood of Risk	Actions to be taken to reduce and prepare for risk	When	Who	Proof of Action

Prepared by:

(Signature over Printed Name)
Name
Date:

Reviewed by:

(Signature over Printed Name)
Name
Date:

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