

Provision of Fleet Card Services for the Philippine Competition Commission for CY 2024

CONTRACT AGREEMENT

THIS AGREEMENT is made on the 1st day of January 2024 (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 **Northern Star Energy Corporation**, with office address at 33rd Floor, 126 Amorsolo St., Legaspi Village, Makati City, represented herein by its Authorized Representative, **Jodigel R. Gesmundo** (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 **Provision of Fleet Card Services for the Philippine Competition Commission for CY 2024** (the "Goods") and has accepted a bid by the Supplier in the sum of **Two Million Seven Hundred Fifty-Eight Thousand Four Hundred Ninety-Seven Pesos and Thirty-Six Centavos (PhP2,758,497.36)**, 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 Quotation;
 - 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 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 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**

NORTHERN STAR ENERGY CORPORATION

By:



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

By:



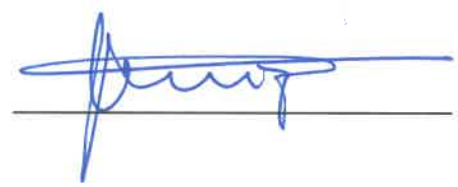
JODICE R. GASMUNDO
General Manger



WITNESSES:



ROMMEL R. OIRA
Chief Administrative Officer
General Services Division



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

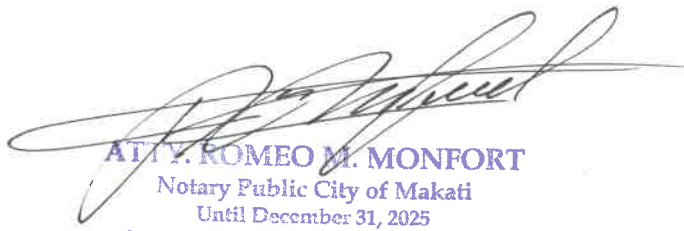
FIRST ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this APR 12 2024 2024, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	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 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.


ATTY. ROMEO M. MONFORT
 Notary Public City of Makati
 Until December 31, 2025
 Appointment No. M-032 (2024-2025)
 PTR No. 10073908 Jan. 2, 2024 Makati City
 IBP No. 391330- Jan. 3, 2024 Pasig/Roll No. 27932
 MCLE NO. VII-0027570 issued April 3, 2023
 5th Floor CAP Bldg. 126 Amorsolo Sreet,
 Legaspi Village Makati City

Doc. No. 88;
Page No. 19;
Book No. 22;
Series of 2024.

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

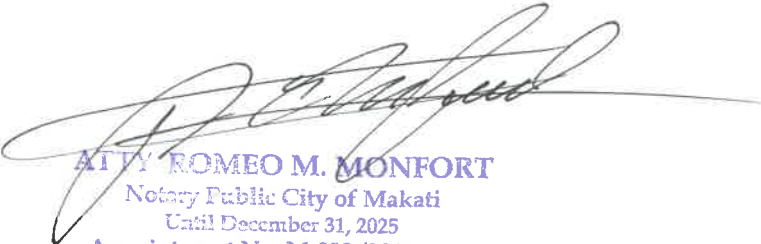
SECOND ACKNOWLEDGMENT

Before me, a notary public for and in CITY OF MAKATI, this APR 12 2024 2024, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
JODICEL R. GESMUNDO		

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.

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NOTICE TO PROCEED

01 January 2024

MR. NEIL C. BAUAN
Authorized Representative
Northern Star Energy Corporation
3rd Floor, 126 Amorsolo St., Legaspi Village
Makati City

Dear **Mr. Bauan**:

This refers to the Notice of Award to *Northern Star Energy Corporation* for the *Provision of Fleet Card Services for the Philippine Competition Commission for CY 2024 in the total amount of Two Million Seven Hundred Fifty-Eight Thousand Four Hundred Ninety-Seven Pesos and Thirty-Six Centavos (PhP2,758,497.36)*, inclusive of all applicable taxes.

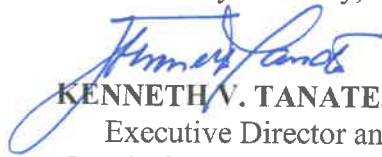
In relation thereto, notice is hereby given to *Northern Star Energy Corporation* for the that the implementation of the said project shall commence immediately. You are expected to perform the terms and conditions stipulated in the attached Contract Agreement.


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:



NEIL C. BAUAN

Date: 1-1-24



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