

Notice to Proceed

12 November 2021

To: **Mr. J Eduardo M. Sabat**
Executive Director
Razza Consulting Group, Inc.
16 Hillside Drive, Blue Ridge A
Quezon City

Dear Mr. Sabat,

Subject: **ADB Loan 3878-PHI: Capacity Building to Foster Competition**
OCB/OPI/06: Procurement of Dawn Raid Toolkits and Other Tools for Investigation

This serves as a Notice to Proceed for the Goods and Related Services as defined in the contract.

Please commence the supply, delivery, installation and configuration of goods and related services on **15 November 2021** in accordance with the Contract Agreement.

Kindly report to the following contact persons:

For Technical and Implementation concerns on the TOR:

Atty. James Daniel S. Donato
OIC-Director III, Competition Enforcement Office
(End User)

Mr. Allan Roy D. Mordeno
Chief, Information and Communication and Technology Division
(End User)

For Contract Administration:

Mr. Jonah Karl R. Manalang
Project Manager, Project Management Unit

Attached is your copy of the signed Contract Agreement.

Sincerely,



Kenneth V. Yanate, PhD

Executive Director
Philippine Competition Commission

Contract Agreement

OCB/OPI/06: Procurement of Dawn Raid Toolkits and Other Tools for Investigation

Loan No. 3878-PHI: Capacity Building to Foster Competition Project

THIS AGREEMENT made on the 12th day of November 2021, between Philippine Competition Commission of 25/F Vertis North Corporate Center I, North Avenue, Quezon City, Philippines (hereinafter “the Purchaser”), of the one part, and Razza Consulting Group, Inc. of 16 Hillside Drive, Blue Ridge, Quezon City (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., Dawn Raid Toolkits and Other Tools for Investigation and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for Lot 3 in the sum of **Philippine Peso: Two Million Six Hundred Thousand (₱2,600,000)** (hereinafter “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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules (Original and Negotiated Bid) submitted by the Supplier;
 - (c) Special Conditions of Contract;
 - (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) General Conditions of Contract;
 - (f) Schedule of Supply; and
 - (g) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

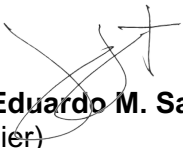
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.


Signed by **Kenneth V. Tanate, PhD**, Executive Director & Head of Procuring Entity
(for the Purchaser)


Signed by **J Eduardo M. Sabat**, Executive Director
(for the Supplier)