

CONTRACT FOR THE

“KAYO ANG BOSS KO” TOILET FACILITIES IMPROVEMENT PROJECT-

LOT 1 (GOODS)

SUPPLY AND DELIVERY OF MAJOR FIXTURES

This AGREEMENT, made this _____ day of _____, 2014 between the Government of the Republic of the Philippines, through the Department of Transportation and Communications (DOTC), represented by its Assistant Secretary for Project Implementation, **ILDEFONSO T. PATDU, JR.**, with office address at The Columbia Tower, Ortigas Avenue, Mandaluyong City (hereinafter called the “Entity”) and Cebu Oversea Hardware Co., Inc., represented by **Mr. ALDREN G. PALARAN**, its Authorized Representative, with office address at 2246 Don Chino Roces Avenue, Makati City (hereinafter called the “Supplier”).

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., Lot – 1 (Supply and Delivery of Major Fixtures) for the “Kayo ang Boss Ko” Toilet Facilities and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Twenty Nine Million Eighty Thousand Thirty Two Pesos and Sixty Six Centavos (Php 29,080,032.66)** (hereinafter called “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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Bid Form and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract; and
 - (f) Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and 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 time and in the manner prescribed by the Contract.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first before written.

**DEPARTMENT OF
TRANSPORTATION AND
COMMUNICATIONS**

**CEBU OVERSEA HARDWARE
CO., INC.**

By:

By:

[Signature]
ILDEFONSO T. PATDU, JR.
Assistant Secretary for Project
Implementation

[Signature]
ALDREN G. PALARAN
Authorized Representative

Signed in the Presence of:

[Signature]
MA. CIELO D. EULIN
DIRECTOR III, PMS

Approved by:

[Signature]
JULIANITO G. BUCAYAN, JR.
Undersecretary for Project Implementation

*U/H (CO) 17.12. 01292
14-1417 (21001)*

FUNDS AVAILABLE *₱29,080,092.66*
[Signature]
EDNA C. TAPAR
Chief, Accounting Division

ACKNOWLEDGMENT

Republic of the Philippines)
City of MANILA) s.s.

BEFORE ME, a Notary Public, for and in the above name locality, this APR 02 2014
day of _____ personally appeared:

Name	Gov't Issued ID	Date/Place of Issue
ILDEFONSO T. PATDU, JR.	bot 1150	Manila City
ALDREN G. PALARAN		

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me the same as their free and voluntary act and deed and the entity they represent.

This Contract consisting of three (3) pages including this page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof.

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

[Handwritten mark]

[Handwritten signature]

Doc. No. 323 ;
Page No. 64 ;
Book No. XXX/11 ;
Series of 2014.

[Signature]
NOTARY PUBLIC
FLORDELIZA S. REYES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
PTR # 2429600 12/11/13 MANILA
IBP # 945825 12/12/2013
ROLL # 30117

[Handwritten signature]