

**CONTRACT**  
**"KAYO ANG BOSS KO" TOILET FACILITIES IMPROVEMENT PROJECT-**  
**PACKAGE 6 (GOODS) PHENOLIC BOARD AND STAINLESS ACCESSORIES**

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This **CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_ 2013 at Mandaluyong City, by and between:

The Government of Republic of the Philippines, through the **DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS (DOTC)**, with principal office at The Columbia Tower, Ortigas Avenue, Mandaluyong City, represented herein by Assistant Secretary for Project Implementation, ILDEFONSO T. PATDU, JR., hereinafter referred to as "the **PROCURING ENTITY**",

-and-

**SRC TRADING**, a corporation duly organized and existing under the laws of the Philippines, with business address at #56 Ivan III Extension, Kingsville Subdivision, Antipolo City, represented herein by its Authorized Representative, Ms. LUZ D. DELOS SANTOS, hereinafter referred to as the "**SUPPLIER**".

*Q*  
**WHEREAS**, the **PROCURING ENTITY** as the primary policy, planning, programming, coordinating and implementing administrative entity of the government in charge of the promotion, development and regulation of a dependable and coordinated network of transportation systems, as well as fast, safe, efficient and reliable transportation services invited bids for goods in relation to the "Kayo ang Boss Ko" Toilet Facilities Improvement Project (hereinafter, the "Project");

*M Santos*  
**WHEREAS**, the objective of the Project is to transform and uplift the quality of service to the public – to that which truly cares for their safety, comfort and well-being, respects their dignity and brings forth a fresh and wholesome experience in dealing with DOTC frontline offices/agencies, including the transport services that they provide and/or manage or supervise;

*Procuring*  
**WHEREAS**, the said project intends to improve the toilet facilities in the airports, seaports, Philippine National Railways (PNR), Metrorail Transit (MRT) and Light Rail Transit (LRT) stations, including the processing centers of the Land Transportation Office (LTO) and Land Transportation Franchising and Regulatory Board (LTFRB), adopting a Design, Cleanliness and Condition Standards for Toilet Facilities and Waiting Areas, which will serve as the basic reference document in the design of new and/or renovation of existing toilet facilities, among others;

*Procuring*  
**WHEREAS**, the **PROCURING ENTITY** twice conducted the bidding for Package 6 (Goods) Supply and Delivery of Phenolic Board and Stainless Accessories of the said Project but on both instances declared a failure of bidding on the ground that all prospective bidders were declared ineligible;

*Procuring*  
**WHEREAS**, in view of the Two (2)-Failed Biddings for Package 6 (Goods) Supply and Delivery of Phenolic Board and Stainless Accessories of the said Project but on both instances declared a failure of bidding on the ground that all prospective bidders were declared ineligible;

**WHEREAS**, in view of the Two (2) Failed Biddings for Package 6 (Goods) Supply and Delivery of Phenolic Board and Stainless Accessories of the said Project with an Approved Budget for the Contract (ABC) of Thirty One Million Sixty Five Thousand Four Hundred Twenty Pesos (Php 31,065,420.00), the **PROCURING ENTITY** resolved that

*Proc 02 11 04*     *ABC 184*

the mode of Negotiated Procurement pursuant to Section 53.1 of the Revised Implementing Rules and Regulations ("IRR") of Republic Act No. 9184 ("RA 9184") shall be adopted and constituted a Negotiating Team to undertake the negotiations, pursuant to Memorandum dated 27 May 2013;

**WHEREAS**, the Negotiated Procurement for Package 6 (Goods) Supply and Delivery of Phenolic Board and Stainless Accessories of the said Project was undertaken by the DOTC-Bids and Awards Committee (BAC) through its Negotiating Team by the publication of the Invitation to Negotiate on 09 July 2013 and the subsequent negotiations for the same;

**WHEREAS**, during the negotiations, the **SUPPLIER** which is technically, legally, and financially capable to undertake Package 6 (Goods) Supply and Delivery of Phenolic Board and Stainless Accessories, presented the most advantageous offer to the Government;

**WHEREAS**, the **PROCURING ENTITY**, after the conduct of negotiations and due diligence through its Negotiating Team, has accepted the offer made by the **SUPPLIER** for Package 6 (Goods) Supply and Delivery of Phenolic Board and Stainless Accessories, in the sum of **Twenty Four Million Six Hundred Forty Eight Thousand Nine Hundred Sixty Five Pesos (Php 24,648,965.00)** (hereinafter called "the Contract Price"), inclusive of all applicable taxes and fees, per BAC Resolution No. P-GS-AMP-2013-212 dated 04 December 2013.

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 shall be deemed to form and be read and construed as part of this Contract, viz:

- (a) Bidding Documents (i.e. General and Special Conditions of Contract) and Supplemental/Bid Bulletins in the last conducted bidding for the aforementioned Project;
- (b) Drawings/Plans;
- (c) Specifications;
- (d) Terms of Reference;
- (e) Invitation to Negotiate and/or Letter of Invitation to Negotiate;
- (f) Instructions to Offerers and amendments thereto, if any;
- (g) Technical and Financial Proposals/Offer of the Supplier/Contractor;
- (h) Report of the Negotiating Team for the Project;
- (i) Notice of Award and the Supplier's/Contractor's Conformance thereto;
- (j) Performance Security in the form prescribed by RA 9184 and its Revised IRR; and
- (k) Other contract documents that may be required by existing laws and/or the **PROCURING ENTITY**.

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the

*Handwritten notes:*  
All contract  
Financing  
m.c. signed

**PROCURING ENTITY** to execute and complete the Works and remedy defects therein in conformity in all respects with the provisions of this Contract.

4. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the execution and completion of the Works and the remedying of defects wherein, 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 this contract.
5. This Contract, together with any documents referred to in it constitutes the whole agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

**IN WITNESS WHEREOF** the Parties thereto have caused this Contract to be executed on the day and in the year first above written.

**DEPARTMENT OF  
TRANSPORTATION AND  
COMMUNICATIONS**

**SRC TRADING**

By:

*ILDEFONSO V. PATDU, JR.*  
**ILDEFONSO V. PATDU, JR.**  
Assistant Secretary for Project  
Implementation

By:

*LUZ D. DELOS SANTOS*  
**LUZ D. DELOS SANTOS**  
Authorized Representative

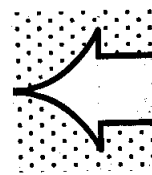
Signed in the Presence of:

*MA. CIELO D. EULIN*  
\_\_\_\_\_  
**MA. CIELO D. EULIN**  
DIRECTOR III, PMS

*JANEL STELL*  
\_\_\_\_\_  
**JANEL STELL** *J. MANUIG*

Approved by:

*JULIANITO G. BUCAYAN, JR.*  
**JULIANITO G. BUCAYAN, JR.**  
Undersecretary for Project Implementation *JN*



*4/10/17 12:12  
131017 (RN001)*

FUNDS AVAILABLE *₱20,618,965-*  
*EDNA C. TAPAR*  
**EDNA C. TAPAR**  
Chief, Accounting Division  
*Edna*

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of Mandaluyong ) Ss.

Before me, a Notary Public for and in the above name locality, this 28th day of July 2014 personally appeared:

**ILDEFONSO T. PATDU, JR.**  
Govt. issued ID. ILSD  
Issued on \_\_\_\_\_  
Issued at Mandaluyong City

**LUZ D. DELOS SANTOS**  
Govt. issued ID TIN: 174-666-848-000  
Issued on May 3, 2013  
Issued at \_\_\_\_\_

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 four (4) 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 written above.

*[Signature]*  
ATTY. HILARIO M. OMAITO, JR.  
NOTARY PUBLIC FOR MANDALUYONG CITY  
COMMISSION EXPIRES ON DECEMBER 31, 2014  
NOTARIAL COMMISSION NO. 818313 (2013-2014)  
ROLL OF ATTORNEYS NO. 28338  
IBP OR. NO. 952524 - R.S.N. 01-07-14  
PTR NO. 1937948 MAND. CITY 01-02-2014  
MCLE IV-0023533 PASIG CITY 05-16-14  
162 QBN. KALENTONG ST., MAND. CITY

Doc. No. 357 ;  
Page No. 81 ;  
Book No. 16 ;  
Series of 2013.

*[Handwritten marks and signatures on the left margin]*