



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION
OFFICE FOR TRANSPORTATION SECURITY

NOTICE TO PROCEED

14 SEP 2021
(Date of Issuance)

MR. ALFRED P. BISCAYDA
ADLIB INTERNATIONAL SALES, INC.
4TH Floor, CBC Corporate Center, 724 Shaw Boulevard
Mandaluyong City
Telephone No. : 8721-2828, 8721-3594
Fax No. 8721-6203
Email: adlib@adlib.com.ph
Mobile No.: 09178618263

Dear Mr. Biscayda

The attached Contract Agreement having been approved, notice is hereby given to you that your work may commence on the project "**Procurement of Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop Type**" per PS DBM BAC Resolution No. BAC7-2021-06-01 response to the requirement of this Office, for the Contract Price of **One Hundred Nineteen Million Eight Hundred Fifty Thousand Pesos Only (P 119,850,000.00)** effective upon receipt of this notice.

Accordingly, you shall be responsible in performing the services for this Office under the terms and conditions of the said Contract/Purchase Order/Work Order.

Please acknowledge receipt and acceptance of this Notice by signing in the space provided below, in two copies. Keep one copy and return the other to the Office for Transportation Security.

Very truly yours,


SIGNATURE REDACTED

USEC. RAUL L. DEL ROSARIO
Administrator *elre*

Conformed:


SIGNATURE REDACTED

MR. ALFRED P. BISCAYDA
ADLIB INTERNATIONAL SALES, INC.

Date: 09-14-2021

CONTRACT AGREEMENT

for the

DELIVERY, INSTALLATION, TESTING AND COMMISSIONING EXPLOSIVE TRACE DETECTORS, DESKTOP TYPE FOR THE OFFICE FOR TRANSPORTATION SECURITY (OTS)

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT, entered and executed this 14 SEP 2021 day of _____ 2021 by and between;

the **Office for Transportation Security**, a national government agency attached to the Department of Transportation (DOTr), created by virtue of Executive Order No. 277, as amended by Executive Order No. 311, with office address at Andrews Avenue corner Aurora Boulevard, Pasay City, represented by its Administrator, Undersecretary Raul L. Del Rosario, hereinafter referred to as the "**OTS**"

-and-

the **ADLIB INTERNATIONAL SALES INC.**, a private entity duly registered with the Security and Exchange Commission, represented by its Authorized Representative, Mr. Alfred Joseph P. Biscayda with office address at 4TH Floor, CBC Corporate Center, 725 Shaw Boulevard Mandaluyong City, 1552 hereinafter referred to as the "**ADLIB**" of the other part

WHEREAS, the **OTS** is desirous in entering into a Procurement of Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop Type for the Office for Transportation Security (OTS);

WHEREAS, the **OTS**, through its Procuring Agent, the Department Budget of Budget and Management-Procurement Service (DBM-PS) invited bids for certain Goods and Services for the Procurement of Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop Type for the Office for Transportation Security (OTS);

WHEREAS, the DBM-PS advertised and posted calls for tenders for one (1) lot Procurement of Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop Type for the Office for Transportation Security (OTS); under PB No.21-057-7

WHEREAS, the proposal of the **ADLIB** was determine to be the Single Calculated Bid pursuant to Rule IX of IRR of RA 9184 and was subjected to post qualification;

WHEREAS, upon careful examination, validation and verification of the technical and financial documents submitted, the bid of the **ADLIB** was found to be **Responsive**;

WHEREAS, the DBM-PS BAC -VII in its Resolution No.2021- 06-01 dated June 17, 2021 declared the **ADLIB** as Single Calculated and Responsive Bid, the

aforementioned project in the amount of **One Hundred Nineteen Million Eight Hundred Fifty Thousand Pesos Only (P 119,850,000.00)** hereinafter referred to as "**the Contract Price**";

WHEREAS, that the **OTS** is the Procuring Entity and **ADLIB** is the supplier awarded with the contract by the virtue of DBM-PS BAC –VII Resolution No. 2021- 06-01 dated June 17, 2021;

WHEREAS, the DBM-PS BAC VII has endorsed/recommended to the Head of Procuring Entity, Undersecretary Raul L. Del Rosario the award of contract to the **ADLIB INTERNATIONAL SALES INC.;**

NOW, THEREFORE, in consideration of the foregoing and further commitments as hereinafter set forth, the parties agree as follows:

I. SCOPE

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract herein referred to for the Supply, Delivery, Installation, Testing and Commissioning of Explosive Trace Detectors, Desktop Type for the Office for Transportation Security (OTS) consisting of the following:

Quantity	Item /Description
8 units	Explosive Trace Detectors, Desktop Type

This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

II. PRICE

For the given scope of work in this Contract as awarded, all prices are considered fixed prices and therefore not subject to price escalation during the contract implementation except under extraordinary circumstances and upon prior approval of the GPPB. The total Contract Price for this project activity is **One Hundred Nineteen Million Eight Hundred Fifty Thousand Pesos Only (P 119,850,000.00)**.

III. PERFORMANCE SECURITY

The Supplier shall post a security bond to guarantee its full and faithful performance equivalent to the amount required under R.A. 9184. The Performance Security shall be denominated in Philippine Peso in favor of **OTS** which shall be forfeited in the event it is established that the supplier is in default in its any of its obligations under the Contract.

IV. PAYMENT

Advance Payment – No advance payment shall be allowed under this contract;

On Delivery	Sixty Five percent (65%) of the Contract Price shall be paid to the ADLIB . within sixty (60) calendar days after the receipt of Goods and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulation.
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On Installation and Commissioning	Fifteen Percent (15%) of the Contract Price shall be paid to the ADLIB within sixty (60) calendar days after the date of installation of Goods and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulation including corresponding service/testing report or equivalent.
On Acceptance	Twenty Percent (20%) of the Contract Price shall be paid to the ADLIB within sixty (60) calendar days after the submission of the acceptance and inspection certificate for the respective delivery issued by OTS authorized representatives and upon submission of the relevant documents in accordance with the prevailing accounting and auditing rules and regulation.

Partial Payment for partial delivery of goods is allowed provided that such payment shall correspond to the 65% value of the goods delivered or 15% value of good installed/commissioned or to the 20% value of goods accepted in accordance with the prevailing accounting and auditing rules and regulation.

V. TAXES AND DUTIES

The **ADLIB** shall be entirely responsible for all the necessary taxes, stamp duties, license fees and other such levies imposed for the imposition of this Contract.

VI. INSPECTION AND TESTS

The Administrator, **OTS** or his duly authorized representatives shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications at no extra cost to the **OTS**. The **OTS** may reject any Goods or parts thereof that fail to pass any test or do not conform with the specifications. The **ADLIB** may either rectify or replace such rejected Goods or part thereof or to make alterations necessary to meet the specification at no cost to **OTS** and shall repeat the test or inspection at no cost to **OTS**.

The **OTS** shall notify the **ADLIB** in writing, in a timely manner, of the identity of its authorized representatives.

The inspections and tests shall be conducted on the premises of the **ADLIB** or its subcontractor, at the place of delivery, and/or at the goods' final destination. If conducted on the premises of the **ADLIB**, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the **OTS**. The **ADLIB** shall provide the **OTS** with results of such inspections and tests.

The **OTS** or its authorized representative shall be entitled to attend the tests and/or inspections referred to in the Clause¹ provided that the **OTS** shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to traveling expenses.

¹ General Condition of the Contract Clause 16.3 of the Bidding Documents (PB No.21-057-7)

The OTS shall reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The **ADLIB** shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the **OTS**, and shall repeat the test and/or inspection, at no cost to the **OTS**.

The **ADLIB** agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the OTS or its authorized representative, shall release the **ADLIB** from any warranties or other obligations under this Contract.

VII. WARRANTY

The **ADLIB** warrants that the Goods and parts supplied under the Contract are new, unused and thereof fit for the purpose for which the same were procured. Further, it shall warrant that the Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act of omission of the **ADLIB** that may develop under normal use of the supplied Goods in the conditions prevailing in the place of its final destination.

VIII. DOCUMENTS AND INFORMATION

The following documents shall be deemed to form and be read and construed as part of this Agreement:

Bidding Documents	Tab "A"
Supplemental Bid Documents	Tab "B"
Bid Submission	Tab "C"
Technical Documents	Tab "D"
Financial Documents	Tab "E"
Notice of Awards	Tab "F"
Performance Security	Tab "G"

IX. PLACE OF DELIVERY

The Place of delivery for the Eight (8) Units Explosive Trace Detectors, Desktop Type for the Office for Transportation Security (OTS) will be at the Office for Transportation Security in Andrews Ave. corner Aurora Blvd., Pasay City

X. DELAY IN THE SUPPLIER'S PERFORMANCE

Delivery of the Goods shall be made by the **ADLIB** in accordance with the time schedule prescribed by the **OTS**. If in any time during the performance of this Contract, should **ADLIB** encounter conditions impeding timely delivery of the Goods or performance of services, the **ADLIB** shall promptly notify **OTS** in writing the fact of the delay, its likely duration and its valid and justifiable cause(s). As soon as practicable, after the receipt of the **ADLIB** notice, the **OTS** shall evaluate the situation and may extend the **ADLIB** time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

XI. LIQUIDATED DAMAGES

If **ADLIB** fails to satisfactory deliver any or all of the Goods and/or to perform services within the period specified in this contract inclusive of duly granted time extension of any, the **OTS** shall without prejudice to its other remedies under this contract and other under the applicable law, deduct from the contract price, as liquidated damages, the applicable rate of 1 tenth (1/10) of 1 percent (1%) of the cost of unperformed portion for every day of delay until the actual delivery or performance. One the cumulative amount of liquidated damages reached ten percent (10 %) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstance

XII. SETTLEMENT OF DISPUTES

If any disputes or difference of any kind whatsoever shall arise between the **OTS** and the **ADLIB** in connection with or arising out of this Contract, the dispute shall be resolve in accordance with Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

XIII. CONTRACT AMENDMENT

Subject to the applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

XIII. APPLICATION

The provisions under the General Conditions of the Contract shall apply to the extent that they are not superseded by the provisions of other parts of the Contract.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed this ____ day of ____ 2021.

**OFFICE FOR TRANSPORTATION
SECURITY**

ADLIB INTERNATIONAL SALES INC.

BY:

SIGNATURE REDACTED

USEC. RAUL L. DEL ROSARIO
Administrator

BY:

SIGNATURE REDACTED

MR. ALFRED JOSEPH P. BISCAYDA
Authorized Representative

SIGNED IN THE PRESENCE OF:

SIGNATURE REDACTED

DIR. JOSE A. BRIONES JR.
DBM-PS BAC-VII Ad Hoc Member

SIGNATURE REDACTED

ANALIZA P. PINEDA
Finance Manager

SIGNATURE REDACTED

MR. ELVIN B. TINSAY
OTS Chief Accountant

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay, this 14 SEP 2021 day of _____ 2021 appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date & Place of Issue
USEC RAUL L. DEL ROSARIO Administrator OFFICE FOR TRANSPORTATION SECURITY		
MR. ALFRED JOSEPH P. BISCAYDA Authorized Representative ADLIB INTERNATIONAL SALES INC		

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing Agreement which they acknowledged before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This Contract consisting of six (6) 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.

Doc. 34 ;
 Page 08 ;
 Book XXIV ;
 Series of 2021.


 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2021
 PTR NO. 8511011 JAN 04, 2021
 IBP NO 656155 LIFETIME MEMBER
 ROLL NO. 40091-MAKATI CITY
 MCLE COMPLIANCE NO. VI-0024312
 APPT. NO. M-40/04-14-22
 ADD: URBAN AVE. BRGY. PIO DEL PILAR, MAKATI CITY