



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSPORTATION COOPERATIVES

January 24, 2022

BENITO G. RUNAS

General Manager

ZG Marketing Corporation

Unit 201 Fatima Bldg.,

111 Maginhawa Street, Teachers Village

East, Quezon City

zg_mktg_corp@yahoo.com

AMENDMENT TO ORDER

Before this Office is the REQUEST FOR APPROVAL OF AMENDED CONTRACT submitted by the Implementing Unit.

Upon consideration of the foregoing request and its supporting documents, herein undersigned order the APPROVAL OF THE AMENDED CONTRACT OF AGREEMENT.

The undersigned orders the end-user or implementing unit to notify ZG Marketing Corporation being the supplier/manufacturer/distributor, to proceed with the work/delivery of items in accordance with the amendment agreed by the parties.

Further, the undersigned notifies the OTC Procurement Division of this approval, with the attached copy of the amended contract.

Finally, the OTC Procurement Division, in coordination with the Secretariat of the Bids and Awards Committee, is ordered to post the Amendment to Order in the PHILGEPS, the website of the Procuring Entity, and the latter's electronic procurement service provider, if any.


ENGR. EUGENE M. PABUALAN

Executive Director II/OIC-Chariman

AMENDED CONTRACT OF AGREEMENT FOR GOODS AND SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF AGREEMENT GOODS AND SERVICES made and entered into by and between:

The **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5th Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "Entity");

and

ZG MARKETING CORPORATION with office address at Unit 201 Fatima Bldg., 111 Maginhawa Street, Teachers Village East, Quezon City, Metro Manila, NCR, 1101 (hereinafter called the "Supplier").

WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **the Sanitation and Safety Supplies and Equipment for Transport Service Cooperatives and Packaging and Delivery to Identified Areas Nationwide** and posted said invitation in the PHILGEPS website, the OTC Website, and at the BAC Bulletin Board Located within the premises of the OTC office continuously for 7 days;

WHEREAS, the Entity has accepted a Bid by the SUPPLIER for the supply and delivery of the above-described goods and services in the sum of Pesos: Thirty-Eight Million Three Hundred Thirty-Seven Thousand Seven Hundred Ninety Pesos (Php 38,337,790.00) inclusive of appropriate EWT and VAT withholding taxes (hereinafter called the "Contract Price") which the Entity subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 006, series of 2021.

NOW WHEREFORE, for and in consideration of the foregoing premises, the OTC and the Supplier have agreed, as they do hereby agree, to enter into and execute this Contract of Agreement under the following terms, conditions, and stipulations.

ARTICLE I CONTRACT DOCUMENTS

1.01 The following documents shall be deemed to form and be read and construed as part of this Agreement, except otherwise modified by the terms and conditions hereof or by mutual agreement in writing by both parties, to wit:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;

- (c) The Technical Specifications;
- (d) The Entity's Notification of Award;
- (e) The General Conditions of Contract; and
- (f) The Performance Bond.

ARTICLE II SUPPLIER'S SCOPE OF WORK

2.01 The SUPPLIER in consideration of the payment to be made by the OTC in the sum of money hereinafter specified, hereby covenants and agrees to execute and complete the works covered by this Contract of Agreement form the Supply and Delivery of Sanitation and Safety Supplies and Equipment for Transport Service Cooperatives, to wit:

DTSR

[Signature]

	SANITATION AND SAFETY SUPPLY	UNIT	SPECIFICATION
1.	Surgical Mask	By piece	<ul style="list-style-type: none"> • Three-ply • Disposable • Ear-looped
2.	Face Shield	By piece	<ul style="list-style-type: none"> • Clear vision shield, with eyeglass frame • Size: 17cm x 8cm • Material: PET
3.	Alcohol	By gallon	<ul style="list-style-type: none"> • Isopropyl/Ethyl Alcohol • 70% solution
4.	Disinfectant	By gallon	<ul style="list-style-type: none"> • Sodium hypochlorite solution at 0.5% (equivalent to 5000ppm) using a ratio of 1:10, as recommended by the DOH

REGION	NUMBER OF TC	NUMBER OF OPERATING UNITS	SANITATION AND SAFETY SUPPLIES			
			SURGICAL MASK	FACE SHIELD	ALCOHOL	DISINFECTANT
			by piece	by piece	by gallon	by gallon
NCR	74	4,352	435,200	21,760	4,352	15,481
CAR	36	1,367	136,700	6,835	1,367	5,005
Region I	23	1,861	186,100	9,305	1,861	6,601
Region II	32	1,605	160,500	8,025	1,605	5,709
Region III	51	4,606	460,600	23,030	4,606	16,198
Region IV	63	6,576	657,600	32,880	6,576	23,426
Region V	32	1,136	113,600	5,680	1,136	4,144

Region VI	31	3,976	397,600	19,880	3,976	13,962
Region VII	21	1,332	133,200	6,660	1,332	4,722
Region VIII	45	1,356	135,600	6,780	1,356	4,918
Region IX	20	1,075	107,500	5,375	1,075	3,833
Region X	26	1,441	144,100	7,205	1,441	5,128
Region XI	20	710	71,000	3,550	710	2,513
Region XII	30	2,244	224,400	11,220	2,244	7,893
Region XIII	19	1,484	148,400	7,420	1,484	5,208
BARMM	13	706	70,600	3,530	706	2,615
TOTAL	536	35,827	3,582,700	179,135	35,827	127,351

Table 3. Delivery Addresses and Prescribed Schedule

REGION	DELIVERY ADDRESS	DELIVERY SCHEDULE
NCR	5/F Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City	December 29, 2021
CAR	LTFRB CAR, 2nd Floor, Post Office Bldg., Post Office Loop, Upper Session Road, Baguio City 2600	January 25, 2022
Region I	LTFRB Regional Office No. 1, Government Center, Brgy. Sevilla, San Fernando City, La Union 2500	January 5, 2022
Region II	LTFRB Regional Office No. 2, Carig Regional Center, Tuguegarao, Cagayan 3500	January 8, 2022
Region III	LTFRB Regional Office No. 3, Government Center, Brgy. Maimpis, San Fernando City, Pampanga 2000	January 13, 2022
Region IV	LTFRB Regional Office No. 4, Purok 1-D, Brgy. Maraouy, Lipa City, Batangas 4217	January 7, 2022
Region V	LTFRB Regional Office No. 5, Regional Center, Rawis, Legazpi City 4500	January 8, 2022
Region VI	LTFRB Regional Office No. 6, Quintin Salas, Jaro, Ilo-Ilo 5000	January 24, 2022
Region VII	LTFRB Regional Office No. 7, J. King Bldg., Jose L. Briones St., North Reclamation Area, Cebu City 6000	January 24, 2022
Region VIII	LTFRB Regional Office No. 8, Brgy. Pawing, Leyte	January 21, 2022
Region IX	LTFRB Regional Office No. 9, 2nd Floor, QNS Bldg., Veterans Ext., Zamboanga City 7000	January 31, 2022
Region X	LTFRB Regional Office No. 10, Zone 1, Bulua, Cagayande Oro City	February 10, 2022
Region XI	LTFRB Regional Office No. 11, Balusong Ave., McArthur Hi-Way, Matina, Davao City 8000	January 30, 2021
Region XII	LTFRB Regional Office No. 12, Juduta Corp. Bldg., Door #5, Gensan Drive, Koronadal City, South Cotabato 9506	February 5, 2022

Region XIII	LTFRB Caraga, DOTr Caraga Annex Building, Brgy. Ampayon, Butuan City	February 7, 2022
BARMM	<i>Same address as Region XII</i>	January 30, 2022

at its own cost and expenses, and to fully and faithfully furnish all materials, labor, tools, supplies, equipment's, and superintendence necessary/required for the implementation and completion of the same in conformity in all respect with the provision of this Agreement and in accordance with the Technical Specifications and Schedule of Requirements attached and made part hereof.

2.02 The SUPPLIER recognizes the position of trust and confidence reposed upon it by the OTC and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgement, always set in good faith, and carry on the execution of this Agreement in the most sound, expeditious and economical manner consistent with the interest of the OTC.

ARTICLE III CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the SUPPLIER of all its undertakings defined and provided for under this Contract of Agreement, the OTC agrees to pay the SUPPLIER the total amount of Thirty-Eight Million Three Hundred Thirty-Seven Thousand Seven Hundred Ninety Pesos (Php 38,337,790.00), inclusive of twelve percent (12%) Value Added Tax (VAT) made and computed in accordance with the manner and procedures set forth in this Contract hereof, and provides completion within the period specified in the Notice to Proceed.

3.02 The Entity hereby covenants to pay the SUPPLIER, in consideration of the provision of the goods and services and the remedying the defects therein, the Contract Price, upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. The payment shall be made in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

ARTICLE IV PERFORMANCE SECURITY

4.01 The SUPPLIER, as a guarantee for the faithful performance of its obligations/undertakings has posted a performance security in the form of a **Surety Bond in an amount representing 30% of the Contract Price**, which sufficiently satisfy the required amount for such obligation under this Agreement.

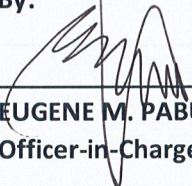
4.02 The Performance security has been posted in favor of the OTC and will guarantee the payment of the amount of the security as penalty in the even that it is established that the SUPPLIER is in default in his obligation under this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed, in accordance with the laws of the Republic of the Philippines, this 22 day of MAR 2022.

OFFICE OF TRANSPORTATION COOPERATIVES

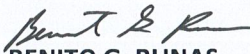
ZG MARKETING CORPORATION

By:



EUGENE M. PABUALAN
Officer-in-Charge, Office of the Chairman

By:



BENITO G. RUNAS
General Manager

AVAILABILITY OF FUNDS/ALLOTMENT ARE SUBJECT FOR RELEASE FROM THE DBM:

NITA M. LOPEZ-COSARES
Accountant III

Reference No: _____ Date: _____

WITNESSES:

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S.S.

BEFORE ME, a Notary Public, for and in this personally appeared the following persons with their respective government issued ID numbers to wit:

Name	Govt. ID	Date	Place Issued
EUGENE M. PABUALAN			
BENITO G. RUNAS			

Both known to me to be the same persons who executed the foregoing instrument and acknowledged that the same were free and voluntary act and deed and that of the corporation/agency they represent.

This document consisting of ____ () pages, including this page whereon the acknowledgment is written pertains to the aforementioned Memorandum of Agreement.

I certify that the parties and their witnesses on each and every page thereof have signed the foregoing instrument.

WITNESS MY HAND AND NOTARIAL SEAL 22 MAR 2022

Doc. No. 29
Page No. 4
Book No. V
Series of 2022.

ATTY. RUBEN M. AZANES JR.
Notary Public
Commission No. 178672/1-3-2022
Expired Until December 31, 2022
Agora, Camp Crame, Quezon City
IBP No. 178672/1-3-2022
PTR No. 2463598/01-03-2022
MCLE Compliance No. VI-01000000
Attorney's Roll No. 46427



Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
PROFESSIONAL IDENTIFICATION CARD



LAST NAME ► **PABUALAN**
FIRST NAME ► **EUGENE**
MIDDLE NAME ► **MISO**
REGISTRATION NO. ► **0162009**
REGISTRATION DATE ► **06/28/2018**
VALID UNTIL ► **12/10/2024**

CIVIL ENGINEER



L20

Professional Regulation Commission
www.prc.gov.ph

CERTIFICATION

20-3977039

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that he/she is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, revoked or withdrawn.

Signature of Professional

TEOFILO S. PILANDO, JR.
Chairman



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name
RUNAS, BENITO GREY

Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	M	1988/07/08	115	1.72

Address
111 MAGINHAWA ST TEACHERS VILL QUEZON CITY

License No.	Expiration Date	Agency Code
N25-05-006577	2022/07/08	N19

Blood Type	Eyes Color
O+	BLACK

Restrictions	Conditions
1,2	NONE

Benito G. Runas
Signature of Licensee

Jar C. Salvante
Assistant Secretary