



Contract Agreement

PROCUREMENT OF THE 1 LOT SUPPLY AND DELIVERY OF PARTS FOR THE CONTRACT:
"PREVENTIVE MAINTENANCE OF OSHKOSH FIRETRUCKS"
 THROUGH DIRECT CONTRACTING

THIS AGREEMENT made on SEP. 06 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES - AREA XI of Davao City, Philippines** (hereinafter called "the Entity") of the one part and **ASIAN AEROSPACE CORPORATION** (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity requested the Supplier, being the *sole and only distributor and service center of Oshkosh ARFF products for Philippine government customers*, to submit their quotation for certain goods and ancillary services, viz., **"PREVENTIVE MAINTENANCE OF OSHKOSH FIRETRUCKS"** for **CAAP- Cotabato City** and has accepted the quotation by the Supplier for the supply of those goods and services in the sum of **ONE MILLION FIFTY-NINE THOUSAND ONE HUNDRED SEVENTY-FOUR PESOS AND SIXTEEN CENTAVOS ONLY (PHP 1,059,174.16)** (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 referred to.

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

- (a) the Supplier's submitted Quotation;
- (b) The Supplier's submitted documents in compliance with the requirements stipulated in the Request for Quotation prior to the award;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Terms and Conditions;
- (f) the Performance/ Warranty Security; and
- (g) the Entity's Notice 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.

ENGR. AGNES B. UDANG
 Civil Aviation Area Manager -Area XI
 Civil Aviation Authority of the Philippines

FREDERICK ORTIZ
 Entity's Witness

CHESTER RAY V. CAPITAN
 Product Manager
 Asian Aerospace Corporation

KURT RIEMAN PARCON
 Supplier's Witness



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by

CHESTER RAY V. CAPITAN
Product Manager
Asian Aerospace Corporation
(for the Supplier)

Signed, sealed, delivered by

ENGR. AGNES B. UDANG
Civil Aviation Area Manager - Area XI
Civil Aviation Authority of the
Philippines (for the Entity)

In the Presence of:

KURT RIESMAN PARCON
Supplier's Witness

FREDERICK M. ORTIZ
Entity's Witness



----- A C K N O W L E D G E M E N T -----

Republic of the Philippines **PASAY CITY**)
 City/Municipality of _____) s.s

PASAY CITY

BEFORE ME, a Notary Public for and all in the City /Municipality of _____
 personally appeared before me:

NAME	CTC No.	ISSUED AT/ON
<u>ENGR. AGNES B. UDANG</u>	_____	_____
<u>CHESTER RAY V. CAPITAN</u>	_____	_____

known to me and known to be the same persons who executed the foregoing **CONTRACT**
 and acknowledged that the same is their free and voluntary act and deed on behalf of the
PARTIES they represent.

This instrument consists of 3 pages including this page on which the acknowledgment is
 written, duly signed by the Contracting parties and their witnesses on each and every page
 thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and seal this **OCT 28 2021** day of
 _____, 2021, in the City/Municipality of **PASAY CITY**.

Notary Public
 Until _____
 PTR No. _____
 Date Issued _____
 Issued at _____

Doc. No. 249
 Page No. 25
 Book No. Vh
 Series of 2021

ATTY. JOVINO R. ANGEL
 Notarial Commission No. 19-37
 Notary Public for and within Pasay City
 Until December 31, 2022
 Suite 1 White House
 170 Villanuel St. Pasay City, M.M.
 Roll of Attorney's No. 28761
 PTR NO. 107051923 01/04/2021 PASAY CITY
 IBF NO. 141039 01/12/2021 PASAY CITY
 MOLE COMPLIANCE NO. V-0 02224-4-2019
 Admitted to the Bar on April 21, 1978