



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

REPAIR AND MAINTENANCE OF SEWAGE TREATMENT PLANT AT ILOILO
INTERNATIONAL AIRPORT

Contract ID No. CILO 2022-003

KNOW ALL MEN BY THESE PRESENTS:

27 JUN 2022

This Contract is made and entered into this _____ at Iloilo,
Philippines

by and between:

The Government Republic of the Philippines, through the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**, Iloilo International Airport represented herein by **MANUELA LUISA F. PALMA**, in her capacity as Airport Manager I, Iloilo International Airport, Area Center VI, duly authorized for this purpose, with office address at Iloilo International Airport, Brgy. Gaub, Cabatuan, Iloilo, hereinafter referred to as the "PROCURING ENTITY";

-and-

BAUER INTERNATIONAL PHILIPPINES, INC. a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at 2nd Floor, The Regalia Park Tower A No. 150, P. Tuazon Street, Cubao, Quezon City, represented by **MARLYN P. BENEDICO**, Authorized Representative as PARTY OF THE SECOND PARTY, hereinafter referred to as the "CONTRACTOR" Who has been duly authorized for its purpose;

WITNESSETH:

WHEREAS, in accordance with the advertisement of the PROCURING ENTITY published/posted in accordance with the Revised Implementing Rules and Regulations of RA 9184, the CONTRACTOR & other contractors/bidders submitted bids to the REPAIR AND MAINTENANCE OF SEWAGE TREATMENT PLANT AT ILOILO INTERNATIONAL AIRPORT, in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project, by the recommendation of the Bids and Awards Committee (BAC) and stated on the approved Annual Procurement Plan for 2022, which was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive Bidding;

WHEREAS, after the opening of bids on May 30, 2022, the bid price of the CONTRACTOR was found to be the Single Calculated Responsive Bid;

WHEREAS, under Resolution No. CILO 2022-003-05 dated June 13, 2022, the BAC recommends the award to the **BAUER INTERNATIONAL PHILIPPINES, INC.** as the

winning Bidder in the amount of **One Hundred Ninety One Thousand Four Hundred Ninety Nine Pesos (P 191,499.00)**.

NOW, THEREFORE, for and in consideration of the foregoing premises, and covenants hereinafter set forth, the parties hereto have agreed as follows:

1. That **PROCURING ENTITY** and **CONTRACTOR** shall abide by the provisions and specifications stated on the following documents, which shall be included in this Contract:

- a. Invitation to Bid or Request For Quotation, if any;
- b. Drawing/Plans
- c. Specifications
- d. Eligibility Requirements:
 - d.1. Registration Certificate from SEC, DTI for Sole proprietorship, CDA for cooperatives
 - d.2. Mayor's Permit/Business Permit
 - d.3. Statement of all On-going & Completed Government & Private Contracts
 - d.4. Latest Audited Financial Statements Stamped Received by BIR
 - d.5. Annual Income Tax Return
 - d.6. Omnibus Sworn Statement in accordance with Section 25.2 (b.) (v) of the Revised IRR of R.A. 9184
- e. Bid Bulletin, if any;
- f. Notice of Award of Contract and Contractor's "Conforme" thereto;
- g. Purchase Order or Notice to Proceed, whichever is applicable;
- h. Other contract documents that may be required by existing laws and / or the agency concerned.

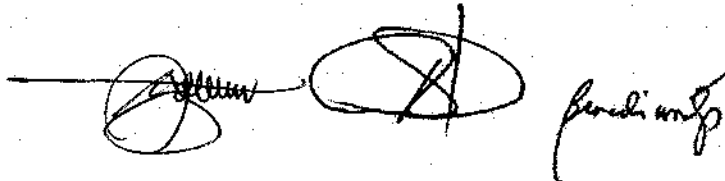
2. The **PROCURING ENTITY** and the **CONTRACTOR** hereby agrees that the **SCOPE OF WORK** shall be the **REPAIR AND MAINTENANCE OF SEWAGE TREATMENT PLANT AT ILOILO INTERNATIONAL AIRPORT**;

3. That **PROCURING ENTITY** shall pay the **CONTRACTOR** upon the former's satisfaction in the total amount of **One Hundred Ninety One Thousand Four Hundred Ninety Nine Pesos (P 191,499.00)** in Philippine Currency. However, the **CONTRACTOR** may opt to collect at least fifty (50%) percent of the fee provided that they have accomplished at least fifty (50%) percent of the project per evaluation and satisfaction of the **PROCURING ENTITY**;

4. That in consideration of the payments to be made by the **PROCURING ENTITY** to the **CONTRACTOR**, the **CONTRACTOR** hereby covenants with the **PROCURING ENTITY** to execute and complete the **WORKS** and remedy any defects therein in conformity with the provision of this **CONTRACT AGREEMENT** in all respects;

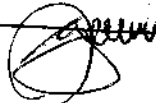

5. That the **CONTRACTOR** will fully & faithfully furnish all required materials and labor and will complete the said contract for the **REPAIR AND MAINTENANCE OF SEWAGE TREATMENT PLANT AT ILOILO INTERNATIONAL AIRPORT** and hereby agrees to complete the Contract within **Ninety (90) CALENDAR DAYS** which shall commence on the date received by the Contractor of the Purchase Order or seven (7) days after upon the receipt of Notice to Proceed, whichever is applicable;

6. The **CONTRACTOR** shall, at its proper cost and expense, fully and faithfully perform all works enumerated below:


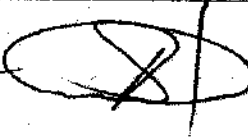
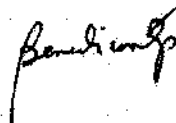


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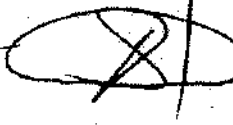
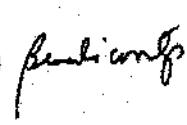
ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED
				A.
1	2	pcs	Rubber Coupling of Tomado Aerator (Size - 6h)	31,632.00
2	4	pcs	Pressure Gauge 0-30psi, 1/4 NPT (Japan or US made)	24,164.00
3	1	pail	Gear Oil ISO VG 220 / Mobilgear 600XP 220	12,165.00
4	6	Pcs	V-Belt A34 (Japan Made)	13,500.00
5	6	Packs	Silicone Grease 500g/pack	15,192.00
6	3	sets	Tapered Roller Bearing Size: 1380 with Cup # 1329	16,335.00
7	1	lot	Overall Assessment of STP based on DAO 2016 Compliances with Technical Orientation on the STP Process flow, operation monitoring and maintenance based on the standard stated in DAO 2016.	78,511.00
			Scope of Work:	
			1. Repair and Maintenance	
			1.1 Replace the defective pressure gauge of blower 1 and 2	
			1.2 Replace the rubber coupling and bearing of aerator	
			1.3 Replace belt of Blower	
			1.4 Replace oil of sludge collector gear box	
			1.5 Greasing of equipment	



Berchi mfg

			2.Overall Assessment of STP Operation and Technical Orientation for STP Operation and Maintenance	
			2.1 Overall WWTP systems audit including all equipments and overall operation	
			a. Conduct in-house analysis of wastewater in all treatment system. Actual STP parameters like ph, color turbidity, Sludge Volume Index (SVI), Ammonia nitrogen, Nitrate and Phosphate and chlorine residual.	
			b. Assess and monitor the operation and condition of STP	
			c. Preparation and submission of Assessment trough service reports with necessary recommendations and action plan based on the assessment gathered during the visit	
			d. consultancy in the operation and maintenance of the STP	
			2.2 STP Technical Orientation and Discussion with 3 days Actual Hands On-Training with the following topics:	
			a. Introduction: What is Pollution?	
			b. DENR Effluent Standard and Classifications	

			c. STP Definition of Terms	
			d. STP Process Flow	
			1. Primary Treatment	
			2. Biological Treatment	
			3. Post Treatment - Disinfection System	
			4. Aerobic Sludge Digestion Process	
			e. Process and Operations Monitoring	
			f. Automation of Controls & Systems	
			g. Functions of Aerators	
			h. Filling of STP Log sheet	
			i. Functions of PCO and submission of SMR and Renewal of Discharge Permit	
			j. Operation and Maintenance of Equipments	
			2.3 Actual Hands-On Training - Daily monitoring to do following:	
			a. Conduct Sludge Settle ability Test	

			b. Conduct Sludge Volume (SV5,SV30,SV60)	
			c. Test PH of Wastewater	
			TOTAL	P 191,499.00

The CONTRACTOR shall furnish all the equipment, material and labor necessary for the aforementioned project to be completed in accordance with the provisions of the Revised IRR of RA 9184 and other related documents which are hereby made and incorporated in this contract;

7. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws, the other relevant and applicable provisions of the Labor Code of the Philippines included herein the submission of the names and profile of their manpower assigned to perform the task for credibility check to implement the project and to secure safety in the airport grounds;

8. No extension of time shall be granted to the CONTRACTOR due to ordinary unfavorable weather condition, non-availability of materials or equipment to be furnished or used by it, labor problems and such causes for which the PROCURING ENTITY is not directly responsible, or when time-affected activities do not fall within the critical path of the network. Extension of time shall be granted only for the equivalent period of delay due to major natural calamities such as earthquake, typhoon, and the likes, which will cause unworkable conditions as well as stoppage of work on orders of the PROCURING ENTITY;

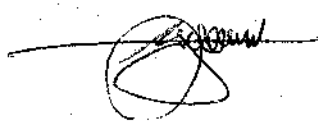
9. The CONTRACTOR warrants that he has not given nor promised to give any money or gifts to any employee/official of the PROCURING ENTITY (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;

10. The CONTRACTOR shall not assign, transfer, pledge, sub-contract or make such any other dispositions of the Contract or any part or interest therein except upon written notice to and prior approval of the PROCURING ENTITY. The approval of the sub-contract shall not relieve the CONTRACTOR from any liability or obligation under this Contract Agreement;

11. As a Warranty, within the period of one (1) year after the completion and final acceptance, the CONTRACTOR shall remain liable for any damages and defects discovered in the work due to faulty installation or the use of inferior materials. The PROCURING ENTITY shall retain the amount equivalent to one (1%) percent of the total project cost as Guarantee Bond or Warranty Deposit and shall be retained for the duration of its warranty.

The PROCURING ENTITY shall promptly notify the CONTRACTOR in writing of any claims arising under this warranty. Upon receipt of such notice, the CONTRACTOR shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the PROCURING ENTITY.

That any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction of the Contract Price or the consideration paid without prejudice to the filing of civil criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representatives.




The CONTRACTOR shall render the PROCURING ENTITY free and harmless from any and/or all claim(s) or action(s) which may now hereafter be filed by any third person by reason of the foregoing;

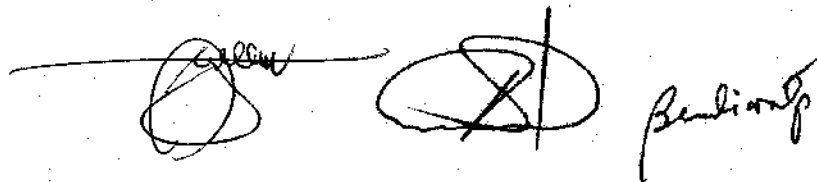
12. The provisions of R.A. 9184 and its Implementing Rules and Regulations Part A, as amended, on liquidated damages which shall be payable by the CONTRACTOR in case of breach thereof. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PROCURING ENTITY shall rescind the contract, without prejudice to other courses of action and remedies open to it;

13. The PROCURING ENTITY reserve the right to unilaterally rescind/terminate/ revoke this Contract even before its expiration whenever determined that the CONTRACTOR's accomplishment/performance is unsatisfactory, based on specifications and accomplishment report duly submitted/prepared by the PROCURING ENTITY's duly authorized representatives;

14. The parties hereby mutually agree that in case of court suit/litigation arising from this Contract, the same shall be filed with the court of appropriate jurisdiction within Iloilo City;

15. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on
27 JUN 2022 at Province of Iloilo.

The image shows three handwritten signatures in black ink. The first signature on the left is a circular scribble. The second signature in the middle is a stylized 'S' with a vertical line through it. The third signature on the right is a cursive signature that appears to read 'Benigno'.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

(Procuring Entity)

BY:

MANUELA LUISA F. PALMA
Airport Manager I
Iloilo International Airport

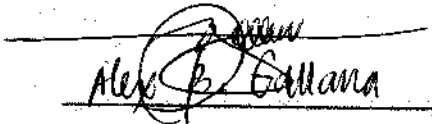
**BAUER INTERNATIONAL
PHILIPPINES, INC.**

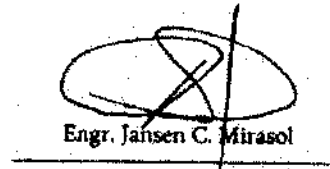
(Contractor)

BY:


MARLYN P. BENEDICO
Authorized Representative

WITNESSES:


Alex B. Gallana


Engr. Jansen C. Mirasol


ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the QUEZON CITY, personally appeared **MANUELA LUISA F. PALMA**, Airport Manager I, Iloilo International Airport, Area Center VI, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with OIID CAAP No. 3073 and **MARLYN P. BENEDICO, BAUER INTERNATIONAL PHILIPPINES, INC.**, with Tax Identification Number (TIN) 927-082-084, known to me to be the same persons who executed the foregoing **CONTRACT and AGREEMENT** and the acknowledged to me that the same is their true act and deed for and in behalf of the parties the represented.

This instrument consisting of Eight (8) pages, including this page, on which the acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this
day of 27 JUN 2022, 2022 at QUEZON CITY

Doc. No. 255
Page No. 5
Book No. 2411
Series of 2022.


ATTY. RUBEN M. AZANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. 2453598D, 01/03/2022-QUEZON CITY
BP NO. 178672, 01/03/2022- Quezon City Chapter
Roll of Attorney's No. 46427
Admin Matter No. 004
MCLE-VII-0019605-05-24-2022
TIN: 140-344-386-000
Unit 2 UGF-2 Opulent Bldg. Socorro, Quezon City

