

# Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

### CONTRACT AGREEMENT

#### FOR THE PROJECT

SUPPLY AND DELIVERY OF VARIOUS OFFICE AND IT SUPPLIES FOR THE MONTHS OF MAY TO DECEMBER 2023 OF ILOILO INTERNATIONAL AIRPORT

### Contract ID No. CILO 2023-009

KNOW ALL MEN BY THESE PRESENTS;	JUL 2 0 2023	
This Contract is made and entered into this Philippines	JOL 7. 9 2023	at Iloilo

by and between:

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

-and-

ILOILO IZEEM COMMERCIAL a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address Mabini Street, Iloilo City, represented by DAISY AMAR, 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 SUPPLY AND DELIVERY OF VARIOUS OFFICE AND IT SUPPLIES FOR THE MONTHS OF MAY TO DECEMBER 2023 OF 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 2023, which was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive Bidding;

WHEREAS, after the opening of bids on last <u>June 13, 2023</u>, the bid price of the CONTRACTOR was found to be the <u>Lowest Calculated Responsive Bid</u>;

WHEREAS, under Resolution No <u>CILO 2023-009-02</u> dated <u>June 27, 2023</u>, the BAC recommends the award to the ILOILO IZEEM COMMERCIAL as the winning Bidder in the amount of Seven Hundred Thirty Three Thousand Two Hundred Fifty Two Pesos (P733,252.00).

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 (whichever is applicable):
  - 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.) (iv) 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 SUPPLY AND DELIVERY OF VARIOUS OFFICE AND IT SUPPLIES FOR THE MONTHS OF MAY TO DECEMBER 2023 OF ILOILO INTERNATIONAL AIRPORT:
- 3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of Seven Hundred Thirty Three Thousand Two Hundred Fifty Two Pesos (P733,252.00) 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/or labor and will complete the said contract for the SUPPLY AND DELIVERY OF VARIOUS OFFICE AND IT SUPPLIES FOR THE MONTHS OF MAY TO DECEMBER 2023 OF ILOILO INTERNATIONAL AIRPORT and hereby agrees to complete the Contract within SEVEN (7) MONTHS 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 deliver the goods enumerated below:

ITEM N0.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED	BRAND
			12 12 12 12 12 12 12 12 12 12 12 12 12 1	A.	B.
1	5	pack	Acetate, long 200 micron, 100pcs/pack	3,750.00	TM
2	190	box	Arch File, long Various colors	28,500.00	TM
3	530	pcs	Ballpen 0.5 mm Black (semi gel; water reistant ink; superfine point; tinited colour barrel; high colour intensity; smooth writing); ventilated safety cap; hard plastic cover, can write 2 to 3 kilometers before the ink runs out	4,240.00	FLEXSTICK
4	530	pcs	Ballpen 0.5 mm Blue (semi gel; water reistant ink; superfine point; tinited colour barrel; high colour intensity; smooth writing); ventilated safety cap; hard plastic cover, can write 2 to 3 kilometers before the ink runs out	4,240.00	FLEXSTICK
5	57	box	Binder Clip, 3/4, 12pcs/pack	2,736.00	TM
6	46	box	Binder Clip, 1", 12pcs/pack	2,760.00	TM
7	21	box	Binder Clip, 1 5/8", 12pcs/pack	1,680.00	ТМ
8	15	box	Binder Clip, 2", 12pcs/pack	1,470.00	ТМ
9	24	packs	Board Paper Aqua Blue, 8.5x13in. 10's/pack, 160gsm	1,632.00	WORX
10	500	reams	Bond Paper A4 20gsm 500 sheets per ream	132,500.00	PAPERLINE
11	212	reams	Bond Paper long 8.5" x 13" 500 sheets per ream, white, smooth finish, 20 gsm/substance 20, suitable for copier, laser, mono ink jet, litho, fax; HIGH QUALITY	60,420.00	PAPERLINE
12	100	reams	Bond Paper Short 8.5" x 11" 500 sheets per ream, white, smooth finish, 20 gsm/substance 20, suitable for copier, laser, mono ink jet, litho, fax; HIGH QUALITY	24,000.00	PAPERLINE
13	1462	pcs	Brown Envelope long	5,848.00	OFFICEMAX
14	6	pcs	Calculator, 2 digits display, Front Panel Metal Coating, Battery power Big Display, Memory Functions, Up to 4 Decimal Support, High Quality Plastic Construction and Keys, OFF Key, Double Zero with Rounding Function Support, Dimensions (WxLxH): 192 x 147 x 42 mm	8,400.00	CASIO
15	1	pack	Carbon film, long, blue, 100pcs/pack	850.00	CLUB

16	5	pcs	Clip Board w/ cover Royal Blue	750.00	LOCAL
17	92	pcs	Correction Tape, no waiting, fast and clean, write over immediately, 5mm x 8m	3,220.00	CHANGLI
18	8	tube	Cutter blade, 10pcs/tube	520.00	TM
19	18	rolls	Double Sided Tape; ordinary, 1"	630.00	OLYMPIC
20	5	rolls	Double Sided Tape; Strong double-sided from tape. Foam type, Use for most type of walls, Ideal for mounting, picture, posters, and signs without nails. Also available foam tape with oil base for non stick and easy to cut the tape. 25mmx25mm	3,250.00	3M
21	260	pcs	Envelope, Expanding, Kraftboard, legal, Yellow	4,680.00	PHOENIX
22	10	pcs	Eraser, Rubber, medium size	650.00	STAEDLER
23	41	pcs	Expanded Folder long (Red)	1,148.00	PRIME
24	80	pcs	Expanded Envelop long (Red)	1,440.00	PHOENIX
25	80	pcs	Expanded Envelop long (Yellow)	1,440.00	PHOENIX
26	1	boxes	Mailing Envelope (Long), 500s/box	450.00	CLASSIC
27	613	pcs	Filing Folder white short	3,984.50	SYSTEM
28	567	pcs	Filing Folder white long	4,252.50	SYSTEM
29	9	pcs	Filing Organizer/Document Box, Hardbound, single, without cover, landscape, blue	1,350.00	LOCAL
30	3	pcs	Filing Organizer/Document Box, Hardbound, single, without cover, landscape, blue	450.00	LOCAL
31	13	pcs	Filing Tray, metal, 3 layers	8,450.00	TM
32	3	pcs	Glue gun. Heavy duty, suitable for big glue stick	2,055.00	MGK
33	22	pcs	Glue stick, Big	220.00	LOCAL
34	23	bottles	Glue, liquid, 130g	1,495.00	MGK
35	63	pcs	ID Case, Transparent, Landscape 55x90mm	630,00	LOCAL
36	21	pcs	Marker Pen, Permanent. Fine, Black	1,008.00	PILOT



37	21	pcs	Marker Pen, Permanent. Fine, Blue	1,008.00	PILOT
38	21	pcs	Marker Pen, Permanent. Broad, Black	1,008.00	PILOT
39	21	pcs	Marker Pen, Permanent. Broad, Blue	1,008.00	PILOT
40	10	pcs	Marker Pen, Whiteboard, Black	720.00	PILOT
41	10	pcs	Marker Pen, Whiteboard, Blue	720.00	PILOT
42	1	reams	Mimeographing Paper, long, ordinary	285.00	PRIME
43	16	boxes	Paper Clips (Big) 50mm	448.00	TM
44	34	boxes	Paper Clips (Small) 33mm	510.00	TM
45	19	boxes	Paper Fastener (Plastic)	855.00	TM
46	234	pcs	Pencil #1	2,340.00	MONGOL
47	30	pcs	Pencil Sharpener, Double Hole, Ordinary	10,500.00	TM
48	16	packs	Photo Paper, Glossy, A4	1,920.00	1010
49	13	packs	Post it (Sign here), plastic, various colors	4,550.00	POST IT
50	3	pcs	Puncher, Office Heavy Duty, with 2 hole guide	1,350.00	TM
51	12	pcs	Record Book, 300 pages, Blue	1,140.00	VALIANT
52	8	pcs	Record Book, 500 pages, Blue	960.00	VALIANT
53	1	boxes	Rubber Band (Flat) 350 gms.	250.00	BRITE
54	6	pcs	Ruler, Plastic, 450mm	720.00	LOCAL
55	118	рс	Sign pen Black 0.4 My gel	11,210.00	DONG A
56	118	рс	Sign pen Black 0.4 My gel	11,210.00	DONG A
57	21	pack	Signature Post IT	9,450.00	POST IT
58	19	рс	Staepler #35	12,350.00	MAX
59	2	pcs	Stamp Pad Ink, blue 30mL	50.00	JOY

60	200	box	Staple Wire #35	13,000.00	MAX	
61	3	pcs	Staple Wire Remover, Claw Type	84.00	JOY	
62	10	pack	Sticker Paper, matte, A4	950.00	ASIA	
63	5	pcs	Tape Dispenser for 1 & 3 Inch Core, Heavy Duty	750.00	ТМ	
64	14	roll	Tape Masking 2"	910.00	OLYMPIC	
65	6	roll	Tape Masking 4"	510.00	LOCAL	
66	30	roll	Tape Packing 4", Brown	1,350.00	ARMAK	
67	44	roll	Tape, transparent, 1"	1,232.00	ARMAK	
			sub total, Office Supplies	418,447.00		
68	1	unit	Anti-Virus Installer, good for 3 computers	5,500.00	KASPERSKY	
69	12	pc	Brother LC3617 Black	14,400.00	BROTHER	
70	13	рс	Brother LC3617 Cyan	15,600.00	BROTHER	
71	13	рс	Brother LC 3617 Magenta	15,600.00	BROTHER	
72	13	pc	Brother LC3617 Yellow	15,600.00	BROTHER	
73	20 pcs	20 pcs	20 pcs Epson 003 Black	Epson 003 Black	7,700.00	EPSON
74	30	pcs	Epson 003 Cyan	11,550.00	EPSON	
75	30	pcs	Epson 003 Magenta	11,550.00	EPSON	
76	30	pcs	Epson 003 Yellow	11,550.00	EPSON	
77	13	pcs	Epson LX300 II	2,860.00	EPSON	
78	70	pcs	Epson T6641 Black	26,950.00	EPSON	
79	50	pcs	Epson T6642 Cyan	19,250.00	EPSON	
80	50	pcs	Epson T6643 Magenta	19,250.00	EPSON	

81	50	pcs	Epson T664 Yellow	7,900.00	APACER
82	2	pcs	External Hard Drive 1 TB, 2.5" HDD, USB 3.0	an Prostococostation	
83	9	pcs	Flash Drive, 32GB capacity	5,400.00	APACER
84	60	pcs	HP 678 Black	43,200.00	HP
85	60	pcs	HP 678 Colored	43,200.00	HP
86	5	pcs	Internet Router/Wifi Router, 300 Mbps Mini Wireless N USB Adapter Wifi Receiver	7,500.00	TPLINK
87	3	pcs	Keyboard USB Type	1,200.00	PHILIPS
88	2	pcs	Microsoft Office License	9,000.00	APACER
89	3	pcs	Mouse, USB connection type	795.00	APACER
			sub total, IT Supplies	314,805.00	
			TOTAL	₱733,252.00	

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;



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for the mt. of May to December 2023 of Iloilo
International Airport
Contract ID No: CILO 2023-009

11. As a Warranty, within the period of Three (3) months 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 at Province of Iloilo.

Government of the Republic of the Philippines

## CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

ILOILO IZEEM COMMERCIAL

(Procuring Entity)

(Contractor)

BY:

BY:

MANUELA LUISA F. PALMA Airport Manager I

Iloilo International Airport

Authorized Representative

WITNESSES:

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the TY & PROV OF ILOIL personally appeared MANUELA LUISA F. PALMA, Airport Manager I, Iloilo International Airport, representing the REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines), with GIID CAAP No. 3073 and DAISY AMAR, ILOILO IZEEM COMMERCIAL, with Tax Identification Number (TIN) \_\_\_\_\_\_\_ 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 Nine (9) 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 WHERE 153 I have hereunto affixed my Signature and Official Seal this day of 2023 A 4-01-0 CITY

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Book No. CWILL;

Series of 2023.

IRYPUBLIC FOR THE CITY BE MOVE SET TO UNTIL DECEMBER 31, 2021

IP NO. 254630, 12/28/2023, ILOILOCIT

FOR NO. 8084212, 1/3/2023, ILOILOCIT

NOT. REG. NO. 36, ROLL NO. 25533

COLVII: 0009676 VALID UNTIL 0 4/14/1