



**CONTRACT AGREEMENT**

FOR THE PROJECT

**SUPPLY AND DELIVERY OF FAST MOVING PARTS OF THREE (3) UNITS OSHKOSH  
FIRETRUCK UNDER AREA VI, ILOILO AND ROXAS AIRPORT AT ILOILO  
INTERNATIONAL AIRPORT**

Contract ID No. BDC 2020-001

**KNOW ALL MEN BY THESE PRESENTS;**

**11 NOV 2020**

This Contract/Agreement, made and entered into this \_\_\_\_\_ at Province  
of Iloilo,

by and between:

THE GOVERNMENT REPUBLIC OF THE PHILIPPINES, through the Civil Aviation Authority  
of the Philippines, Iloilo International Airport represented herein by **EFREN N.  
NAGRAMA**, in his capacity as Civil Aviation Area Manager, Area Center VI, duly authorized for  
this purpose, with office address at Brgy. Gaub, Cabatuan, Iloilo, as the PARTY OF THE FIRST  
PART, hereinafter referred to as the "PROCURING ENTITY", duly authorized for this purpose;

-and-

**ASIAN AEROSPACE CORP.**, a Corporation, duly organized and existing by virtue of Laws of  
the Republic of the Philippines with office address at Lima Gate, Andrews Avenue, Manila Domestic Airport,  
Pasay City, 1330, representative by **CHESTER RAY V. CAPITAN**, Authorized Representative as the  
PARTY OF THE SECOND PARTY, hereinafter referred to as the CONTRACTOR who has been  
duly authorized for this 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 **SUPPLY AND DELIVERY  
OF FAST MOVING PARTS OF THREE (3) UNITS OSHKOSH FIRETRUCK UNDER AREA VI,  
ILOILO AND ROXAS AIRPORT AT ILOILO INTERNATIONAL AIRPORT**, in accordance with  
the plans & specifications & requirements thereof;

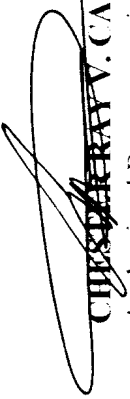
**WHEREAS**, the above-mentioned project has been undertaken through Competitive Public  
Bidding;

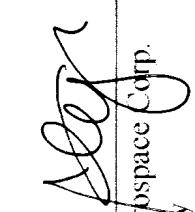
**WHEREAS**, after the opening of bids on **October 22, 2020**, the bid price of the CONTRACTOR  
was found to be the Lowest Calculated Responsive Quotation;

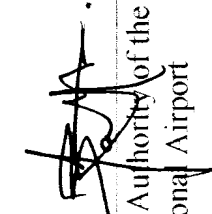
**WHEREAS**, under Resolution No. **BDC 2020-001-02** dated **October 26, 2020**, the BAC  
recommend award and the PROCURING ENTITY awarded the above mentioned Bid to the  
CONTRACTOR in the amount of **One Million Three Hundred Nineteen Thousand Eight  
Hundred Forty One Pesos & 83/100 (₱ 1,319,841.83) ONLY**,


**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That in this Contract Agreement, words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract hereinafter to;

  
**CHESTER RAY V. CAPITAN**  
Authorized Representative  
Asian Aerospace Corp.

  
Asian Aerospace Corp.  
Pasay City

  
Civil Aviation Authority of the Philippines  
Iloilo International Airport

  
**EFREN N. NAGRAMA**  
Civil Aviation Area Manager  
Area Center VI

CONTRACT/AGREEMENT FOR THE

SUPPLY AND DELIVERY OF FAST MOVING PARTS OF THREE (3) UNITS OSHKOSH  
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INTERNATIONAL AIRPORT


  
**CHESTER RAY V. CAPITAN**  
Authorized Representative  
Asian Aerospace Corp.

- a. Contract Agreement;
- b. Request For Quotation
- c. Drawing/Plans;
- d. Specifications;
- e. Invitation to Apply for Eligibility and to Bid;
- f. Winning bidder's quotation, including the Eligibility requirements, Technical & Financial Proposal, and all other documents/statements submitted;
  - i. Registration Certificate from SEC, DTI for Sole President ship, CDA for cooperatives;
  - ii. Mayor's Permit/Business Permit;
  - iii. Statement of all On-going & Completed Government & Private Contracts;
  - iv. Latest Audited Financial Statements Stamped Received by BIR;
  - v. Annual Income Tax Return
  - vi. Sworn Statement in accordance with Section 25.2 (b.) (iv) of the revised IRR of R.A. 9184;
  - vii. Request For Quotation
- g. Notice of Award of Contract and Contractor's "Conforme" thereto;
- h. Other contract documents that may be required by existing laws and / or the agency concerned.

  
Asian Aerospace Corp.  
Pasay City

3. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, 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;
4. That the Contractor will fully & faithfully furnish all required materials and labor and will complete the said contract for the **SUPPLY AND DELIVERY OF FAST MOVING PARTS OF THREE (3) UNITS OSHKOSH FIRETRUCK UNDER AREA VI, ILOILO AND ROXAS AIRPORT AT ILOILO INTERNATIONAL AIRPORT** and hereby agrees to complete the contractor within **Ninety (90) calendar days** which shall commence on the date of the issuance of the Notice to Proceed;
5. That the PROCURING ENTITY hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time and in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence, payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the PROCURING ENTITY;

  
Civil Aviation Authority of the Philippines  
Iloilo International Airport

  
**EFREN N. NAGRAMA**  
Civil Aviation Area Manager  
Area Center VI

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6. The items of work covered under this contract are enumerated hereunder, viz;

| ITEM NO.                | Description                              | Unit  | Quantity | Unit Cost (P) | Total Cost (P)        |
|-------------------------|--|-------|----------|---------------|-----------------------|
| 1                       | EXM Module Control                       | assay | 3        |               | ₱ 1,121,050.83        |
| 2                       | Roof Bumper<br>Horizontal/Vertical Motor | unit  | 2        |               | ₱ 198,791.00          |
| <b>TOTAL BID AMOUNT</b> |  |       |          |               | <b>₱ 1,319,841.83</b> |

7. The Implementing Rules and Regulation – A of R.A. 9184, P.D. 1759, other existing laws, decrees, executive and administrative orders/circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as integral part of this Contract;
8. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the PROCURING ENTITY a “Performance Security” that is fully acceptable to the PROCURING ENTITY in the form and amount as required in the Instruction to Bidders;
9. In case the CONTRACTOR refuses or fails to satisfactory complete the work/s within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the PROCURING ENTITY for LIQUIDATED DAMAGES, as approved in the conditions of contract, equal to at least one tenth (1/10) of one (1%) percent of the cost of the unperformed portion of the works for every day of delay.
10. The provision of R.A. 6685 as implemented by Department Order No. 51, series of 1990, is hereby incorporated as part of this Contract;
11. 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 as per Ministry Order No. 9, series of 1981, DOLE Department Order No. 13, the other relevant and applicable provisions of P.D. 442, as amended, otherwise known as the Labor Code of the Philippines;
12. 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;
13. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the R.A. 9184 and Department Order No. 204 series of 2004, are hereby incorporated as part of this CONTRACT;
14. Within a period of 12 (twelve) Months after the completion of this PROJECT, the CONTRACTOR shall remain liable for any damage/s or defect/s discovered on the items provided or the use of materials of inferior quality or violation of the terms and conditions of this CONTRACT;
15. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the Government to suspend payment for the contract;
16. The CONTRACTOR shall likewise regularly present within the duration of the contract, tax clearance from BIR as well as a copy of its income and business tax returns duly stamped received by the BIR and duly validated with the tax payments made thereon;

**CHESTER RAY V. CAPITAN**  
Authorized Representative  
Asian Aerospace Corp.

Asian Aerospace Corp.  
Pasay City

Civil Aviation Authority of the Philippines  
Iloilo International Airport

**EFREN N. NACARMA**  
Civil Aviation Area Manager  
Area Center VI

17. 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 11 NOV 2020 at ~~PASAY CITY~~ Iloilo.


Government of the Republic of the Philippines  
**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**

**ASIAN AEROSPACE CORP.**

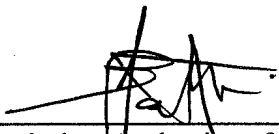
**(Party of the First Part)**  
**BY:**

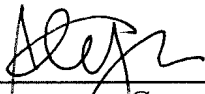
**(Party of the Second Part)**  
**BY:**

  
**EFREN N. NAGRAMA**  
~~Civil Aviation Area Manager~~  
Area Center VI

  
**CHESTER RAY V. CAPITAN**  
Authorized Representative  
Asian Aerospace Corp.

**WITNESSES:**

  
Civil Aviation Authority of the Philippines  
Iloilo International Airport

  
Asian Aerospace Corp.  
Lima Gate, Andrews Avenue  
Manila Domestic Airport,  
Pasay City, 1330

**EFREN N. NAGRAMA**  
Civil Aviation Area Manager  
Area Center VI

Civil Aviation Authority of the Philippines  
Iloilo International Airport

Asian Aerospace Corp.  
Pasay City

**CHESTER RAY V. CAPITAN**  
Authorized Representative  
Asian Aerospace Corp.

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INTERNATIONAL AIRPORT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.  
\_\_\_\_\_ )  
**PASAY CITY**

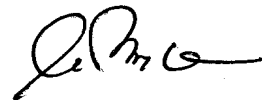
**ACKNOWLEDGEMNET**


BEFORE ME, as the Notary Public for and within the \_\_\_\_\_, personally appeared **EFREN N. NAGRAMA**, Civil Aviation Area Manager, Area Center VI, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **CHESTER RAY V. CAPITAN**, representing **ASIAN AEROSPACE CORP.** with Tax Identification Number (TIN) 211-982-263, 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.

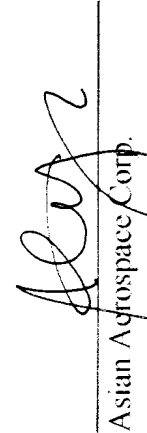
This instrument consisting of Five (5) pages, including this page, on which the acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

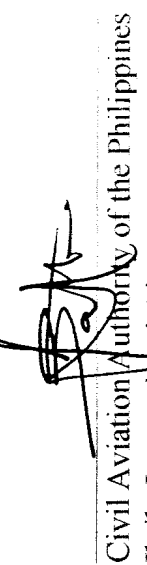
IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this \_\_\_\_\_ day of 11 NOV 2020

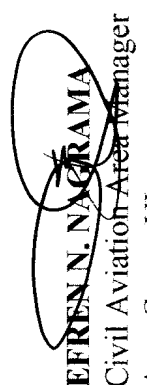
Doc. No. 466 :  
Page No. 94 :  
Book No. VI :  
Series of 2020.

  
**ATTY. JOVINO R. ANGEL**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2020  
TR NO. 7027588 01/07/2020 PASAY  
PP NO. 105427 01/07/2020 PASAY  
COMMISSION NO. 10-37 CITY  
ROLL NO. V-0024151-10-25-2010  
ROLL NO. 20707

  
**CHESTER RAY V. CAPITAN**  
Authorized Representative  
Asian Aerospace Corp.

  
Asian Aerospace Corp.  
Pasay City

  
Civil Aviation Authority of the Philippines  
Iloilo International Airport

  
**EFREN N. NAGRAMA**  
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