



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

**REPLACEMENT OF CONSUMABLE PARTS FOR PMS OF OSHKOSH 4X4
FIRETRUCK (RESCUE THREE (3) AND FOUR (4)) AT ILOILO INTERNATIONAL
AIRPORT**

Contract ID No. BDC 2021-003

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this AUG 05 2021 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 **EFREN N. NAGRAMA** in his capacity as
Civil Aviation Area Manager, 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-

ASIAN AEROSPACE CORPORATION, a Company, duly organized and
existing by virtue of Laws of the Republic of the Philippines with office
address at Gate 8, Civil Aviation Complex, Clark Int'l Airport, Pampanga,
represented by **CHESTER RAY V. CAPITAN** who has been duly
authorized for this purpose, hereinafter referred to as the "CONTRACTOR"

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 **REPLACEMENT
OF CONSUMABLE PARTS FOR PMS OF OSHKOSH 4X4 FIRETRUCK (RESCUE
THREE (3) AND FOUR (4)) 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 2021, which
was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive
Bidding;

WHEREAS, after the opening of bids on July 27, 2021, the bid price of the
CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

WHEREAS, under Resolution No. BDC 2021-003-002 dated July 28, 2021, the BAC
recommends the award to the **ASIAN AEROSPACE CORPORATION** as the winning Bidder
in the amount of **ONE MILLION FIVE HUNDRED FOURTEEN THOUSAND FIVE
HUNDRED EIGHTY FIVE PESOS & 32/100 ONLY (P 1,514,585.32)**.

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. Specifications
- c. 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
 - d.7. Certified True Copy of Sole and Only Distributor and Service Centre of Oshkosh ARFF Products
- d. Bid Bulletin, if any;
- e. Notice of Award of Contract and Contractor's "Conforme" thereto;
- f. Purchase Order or Notice to Proceed, whichever is applicable;
- g. 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 **REPLACEMENT OF CONSUMABLE PARTS FOR PMS OF OSHKOSH 4X4 FIRETRUCK (RESCUE THREE (3) AND FOUR (4)) AT ILOILO INTERNATIONAL AIRPORT**;

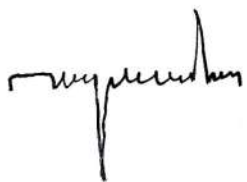
3. That PROCURING E/NTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **ONE MILLION FIVE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED EIGHTY FIVE PESOS & 32/100 ONLY (₱ 1,514,585.32)**, in Philippine Currency. However, the CONTRACTOR may opt to collect at least fifty (50%) 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 based on CAAP Memorandum Circular 21-18 series of 2018;

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 **REPLACEMENT OF CONSUMABLE PARTS FOR PMS OF OSHKOSH 4X4 FIRETRUCK (RESCUE THREE (3) AND FOUR (4)) AT ILOILO INTERNATIONAL AIRPORT** and hereby agrees to complete the Contract within **SIXTY (60) 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:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED	BRAND
				A.	
1	2	pc/s	90 DEGREES FITTINGS (FTC9012 PTC-12)	N/A	OSHKOSH
2	2	pc/s	90 DEGREES FITTINGS (FTC9012 PTC-4)	26,705.28	OSHKOSH
3	2	pc/s	90 DEGREES FITTINGS (FTC9012 PTC-8)	26,797.80	OSHKOSH
4	1	pc/s	AIRCON BLOWER RESISTOR	14,337.90	OSHKOSH
5	1	pc/s	COMPRESSOR BELT(BELT POLY-VKX66.65AR)	18,160.20	OSHKOSH
6	1	pc/s	CURRENT CONTROL MODULE	114,601.25	OSHKOSH
7	1	pc/s	FOAM INDICATOR LIGHT	19,295.02	OSHKOSH
8	1	pc/s	DELUGE VALVE SOLENOID (KIT REPAIR)	53,745.08	OSHKOSH
9	2	pc/s	DIODES	35,697.48	OSHKOSH
10	1	pc/s	FAN BELT POLY-V 10KX118.2	24,202.80	OSHKOSH
11	2	pc/s	FILTER AIR DRYER DESSICANT	36,470.12	OSHKOSH
12	4	pc/s	FUEL MAIN FILTER	156,955.16	OSHKOSH
13	4	pc/s	FUEL WATER SEPARATOR	148,976.48	OSHKOSH
14	6	pc/s	WIPER BLADES	107,258.94	OSHKOSH
15	1	pc/s	POWER MODULE #1	74,430.84	OSHKOSH
16	1	pc/s	POWER MODULE #3	74,430.84	OSHKOSH
17	1	pc/s	POWER RELAY 200A 24V	25,356.12	OSHKOSH



18	1	pc/s	PDP RELAY (BIG)	13,121.36	OSHKOSH
19	1	pc/s	PDP RELAY (SMALL)	13,923.13	OSHKOSH
20	2	pc/s	VALVE SYNCHRO	52,405.22	OSHKOSH
21		pc/s	BUMPER TURRET WIRE HARNES POWER CAN	-	
22	2	pc/s	*HARNESS,NOZZLE	87,951.56	OSHKOSH
23	2	pc/s	*HARNESS POWER CAN	196,860.18	OSHKOSH
24	2	pc/s	*HARNESS PIGTAIL	72,292.30	OSHKOSH
25	2	pc/s	*HARNESS PIGTIL CAN CONTROL	52,223.28	OSHKOSH
26	2	pc/s	*HARNESS HORINZONTAL MTR PIGTAIL	34,026.10	OSHKOSH

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;

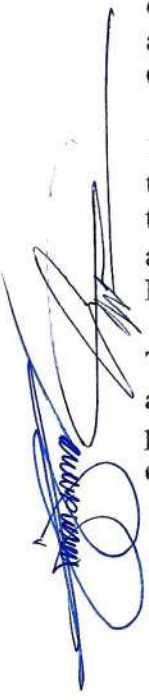
7. No extension of time shall be granted to the CONTRACTOR due to ordinary unfavorable weather condition, non-availability of materials or equipment to be furnished or used by it, labor problems and such causes for which the PROCURING ENTITY is not directly responsible, or when time-affected activities 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;

8. 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;

9. 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;

10. 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;

11. 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;

12. 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;

13. 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;

14. 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 AUG 05 2021 at Province of Iloilo.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

(Procuring Entity)


BY:


EFREN N. NAGRAMA
Civil Aviation Area Manager
Area Center 6

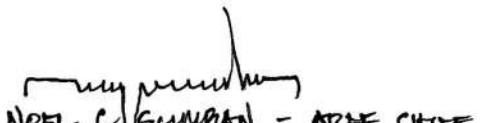
**ASIAN AEROSPACE
CORPORATION**

(Contractor)

BY:


CHESTER RAY V. CAPITAN
Authorized Representative

WITNESSES:


NOEL C. GUMBAN - ARFF Chief


Ruisman Kurt Parwan - Sales Admin.

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the MLA, 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 CORPORATION** 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 six (6) 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 24 day of AUGUST, 2021 at MLA

Doc. No. 24 ;
Page No. 18 ;
Book No. 84 ;
Series of 2021.

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2021
NOTARIAL COMMISSION 2020-057 MLA
IDP NO. 142259 - 01/04/2021, PASIG
PTR NO. 952049 - 01/05/2021 MLA
ROLL NO. 21070, TIN: 172-523-020
ISLE COMPL. NO. VN-0000103
BRAN DECA HOMES MANILA, B-2, UNIT 35F