



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

REPAIR AND MAINTENANCE OF ESCALATORS AND ELEVATORS AT ILOILO INTERNATIONAL AIRPORT

Contract ID No. CILO 2021-008

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this JUL 16 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 MANUELA LUISA F. PALMA, in his capacity as Acting Airport Manager, 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-

DLC ELECTRO MECHANICAL ENGINEERING SERVICES a Corporation, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at 3F Calle Real Bldg., JM Basa St., Iloilo represented by **DANIELO L. CERINA** who has been owner/proprietor 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 **REPAIR AND MAINTENANCE OF ESCALATORS AND ELEVATORS 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 June 8, 2021, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

WHEREAS, under Resolution No. CILO 2021-008-04 dated June 22, 2021, the BAC recommends the award to the **DLC ELECTRO MECHANICAL ENGINEERING**

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ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED
				A.
1	1	lot	Preventive Maintenance of Escalator 1 and 2 and 3	136,800.00
			Monthly basis servicing @ 11,400.00/quarter per unit	
2	1	lot	Annual Maintenance of Elevator 1, 2, 3, 4, 5 and 6	273,600.00
			Quarterly basis servicing @ 11,400.00/quarter per unit	
			See attached Maintenance Program for the scope of works	
			Annual maintenance also includes the ff:	
			Supply of consumables such as lubricants, belts, and rugs.	
			Replacement of fast moving minor parts such as bearings, step combs for escalators, rollers, contactors, timers and relays	
			Troubleshooting and immediate corrective actions within 6 Hours after received of the service call.	
			24/7 on call support.	
			Prepare and submit comprehensive report on status of the elevator/escalator and provide solution/recommendation to address the malfunction.	
3	1	lot	Replacement of Accessories and Rewiring of control panel of escalator 1 and 2	548,000.00
			Escalator Type/Model: 1200 JP-E (Mitsubishi)	
			Scope fo Work:	
			Supply and replacement of devices such relays, timers contactors, power supply, defective limit/safety switches and auto sensors	
			Rewiring of new devices and cable arrangement	

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			Testing	
4	30	Pcs	Step Comb (YS1013B578-01)	36,000.00

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. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippages, based on his approved Gantt Chart, the Acting Airport Manager, Iloilo International Airport, Area Center VI, may, at his discretion, terminate or rescind this contract pursuant to existing laws, rules and regulations;

8. 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;

9. 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;

10. 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;

11. 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;

12. 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 ten (10%) 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

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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.


13. 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;

14. 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;

15. 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;

16. 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**

(Procuring Entity)

BY:


MANUELA LUISA F. PALMA
Acting Airport Manager
Iloilo International Airport

**DLC ELECTRO MECHANICAL
ENGINEERING SERVICES**

(Contractor)

BY:


DANIELO L. CERINA
Owner/Proprietor



WITNESSES:

Gerard P. Cerina

Ibouita Carina

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared **MANUELA LUISA F. PALMA**, Acting Airport Manager, Iloilo International Airport, Area Center VI, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **DANIELO L. CERINA, DLC ELECTRO MECHANICAL ENGINEERING SERVICES**, with Tax Identification Number (TIN) 126-162-500-000, 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 _____ day of JUL 16 2021, 2021 at ILOILO

Doc. No. 005 ;
Page No. 19 ;
Book No. 1X ;
Series of 2021.

[Signature]
NOTARY PUBLIC UNTIL DEC 31 2021
CITY/IMEDIOS PRADO JR
CITY AND PROVINCE OF ILOILO
PTR NO. 7255478/104/2021/101/5017
IBP NO. 140617/2/15/2021/ILOILO CITY
NOT. REG. NO. 74/RQLL NO. 25533
MCLEVI-0028731/UNTIL 4/24/2022
TIN: 117-355-747

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