



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

REPAIR AND MAINTENANCE OF OSHKOSH STRIKER FIRETRUCK (RESCUE 3 & 4) AT ILOILO INTERNATIONAL AIRPORT

Contract ID No. CILO 2021-029

KNOW ALL MEN BY THESE PRESENTS;

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 **EFREN N. NAGRMA** 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-

LAXMI AUTOMOTIVE SERVICES AND PARTS, a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at National Highway, Poblacion Norte, Ivisan Capiz, represented by **PROCESO B. AGUIRRE III** 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 **REPAIR AND MAINTENANCE OF OSHKOSH STRIKER FIRETRUCK (RESCUE 3 & 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 **October 25, 2021**, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

WHEREAS, under Resolution No. **CILO 2021-029-02** dated **November 2, 2021**, the BAC recommends the award to the **LAXMI AUTOMOTIVE SERVICES AND PARTS** as the winning Bidder in the amount of **TWO MILLION ONE HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED FOURTY TWO PESOS ONLY (P2,161,442.00)**.

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. Drawings/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 **REPAIR AND MAINTENANCE OF OSHKOSH STRIKER FIRETUCK (RESCUE 3 & 4) AT ILOILO INTERNATIONAL AIRPORT;**

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **TWO MILLION ONE HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED FORTY TWO PESOS ONLY (P2,161,442.00)**, 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 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 **REPAIR AND MAINTENANCE OF OSHKOSH STRIKER FIRETUCK (RESCUE 3 & 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			LOT I Oshkosh Striker Rescue 3 Periodic Maintenance	-	
2	3	Pails	Engine Oil Duetz	95,850.00	DEUTZ

3	1	Pc	Engine Oil Filter Duetz	30,900.00	DEUTZ
4	1	Pail	Power Divider Oil	31,950.00	DEUTZ
5	1	Pc	Power Divider Oil Filter	31,950.00	DONALDSON
6	2	Pc	Fuel Filter	89,100.00	DEUTZ
7	3	Ltrs	Water Pump gear box Oil	8,400.00	MOBIL
8	21	Ltrs	Steering Oil	11,550.00	MOBIL
9	1	Pail	Transfer Case Oil	31,950.00	DEUTZ
10	1	Pail	Defferential Oil	12,584.00	MOBIL
11	1	Pail	Planitary Wheel Ends Oil	12,584.00	MOBIL
12	100	Ltrs	Engine Coolant	60,000.00	HAVOLINE
13	2	Ltrs	Lubricating Grease (Lithium)	4,400.00	CALTEX
14	2	Pcs	Battery 6FM-17 12v- 17AH	9,600.00	MOTOLITE
15	1	Pc	Transmission Pump Gasket	35,800.00	MOBIL
16			LOT I Oshkosh Striker Rescue 3 Periodic Maintenance	-	
17	32	Pcs	Valve Seal	70,400.00	DEUTZ
18	8	Pcs	Valve Cover gasket #1	37,920.00	DEUTZ
19	8	Pcs	Valve Cover gasket #2	32,200.00	DEUTZ
20	16	Pcs	Injector O-ring	13,600.00	DEUTZ
21	4	Pcs	Gasket Shelac	2,400.00	STOP
22	6	Pcs	Silicon Red	3,600.00	SPARCO
23	1	Pc	Thermostat #1	21,800.00	DEUTZ
24	1	Pc	Thermostat #2	32,100.00	DEUTZ
25	4	Pcs	Cylinderhead Gasket . 1 Hole	111,600.00	DEUTZ
26	4	Pcs	Cylinderhead Gasket . 2 Hole	111,600.00	DEUTZ
27	1	Set	Grinding Compound	350.00	CLOVER
28	6	Pcs	Grinding Stick	900.00	CLOVER

29	1	Pc	Resurface of Cylinderhead	42,000.00	MACHINESHOP
30	8	Ltrs	Gas and Diesel For Cleaning	760.00	PETRON
31	6	Cans	Engine Cleaner	3,900.00	WUERTH
32			I LOT Oshkosh Striker Rescue 3 Periodic Maintenance	-	
33	4	Kls	Freon 134A	9,800.00	REFRIGERANT
34	1	Can	Capilla Oil	1,950.00	OEM
35	1	Can	141B	2,930.00	OEM
36	2	Pcs	Aircon Relay	17,000.00	OEM
37	2	Rolls	Auto Wire #16	8,800.00	CIRCUIT
38	3	Pcs	Electrical Tape	540.00	ARMARK
39			LOT II Oshkosh Striker Rescue 4 Periodic Maintenance	-	
40	3	Pails	Engine Oil Duetz	95,850.00	DEUTZ
41	1	Pc	Engine Oil Filter Duetz	30,900.00	DEUTZ
42	1	Pails	Power Divider Oil	31,950.00	DEUTZ
43	1	Pc	Power Divider Oil Filter	31,950.00	DONALDSON
44	2	Pc	Fuel Filter	89,100.00	DEUTZ
45	3	Pcs	Waterpump Gearbox Oil	8,400.00	MOBIL
46	21	Ltrs	Steering Oil	11,550.00	MOBIL
47	1	Pails	Transfer Case Oil	31,950.00	DEUTZ
48	1	Pails	Defferential Oil	12,584.00	MOBIL
49	1	Pails	Planitary Wheel Ends Oil	12,584.00	MOBIL
50	100	Lts	Engine Coolant	60,000.00	HAVOLINE
51	2	Ltrs	Lubricant Grease (Lithium)	4,400.00	CALTEX
52	2	Pcs	Battery 6FM-17 12V17AH	9,600.00	DEUTZ
53	1	Pc	Thermostat #1	21,800.00	DEUTZ
54	1	Pc	Thermostat #2	32,100.00	DEUTZ
55			LOT II Oshkosh Striker Rescue 4 Periodic	-	

			Maintenance		
56	1	Pc	Airbreak relay	8,000.00	BOSCH
57	8	Pcs	Spotlight	62,400.00	KEEN
58	2	Pcs	Fitting	5,600.00	POOL-UP
59	1	Lot	Running Board, Vertical roll-up frame labor/material	70,650.00	TRITON
60	1	Gal	Paint Remover	980.00	TRITON
61	5	Pcs	Grinder Cup Brush	1,635.00	POWER HOUSE
62	5	Pcs	Grinder Sanding Disc	1,170.00	WUERTH
63	10	Gals	Thinner (Urethane)	10,920.00	ANZHAL
64	6	Gals	Body Filler	9,072.00	GLASURIT
65	6	Ltrs	Prime Surfacer (Urethane)	6,360.00	ANZHAL
66	4	Gal	Paint Color Urethane	26,000.00	ANZHAL
67	8	Ltrs	Top Coat Urethane	10,400.00	ANZHAL
68	3	Gal	Under Chasis Paint and Tank	7,650.00	3M
69	1	Ltr	Silver Acrylic	1,200.00	ANZHAL
70	1	Bot	Rubbing Compound	1,014.00	TURTLE
71	60	Pcs	Sand Paper Assorted	8,820.00	3M
72			Scope of Work:	-	
			LOT I Striker Rescue 3 Periodic Maintenance (PMS) Replace the following:	452,085.00	
			▪ Engine Oil		
			▪ Engine Oil Filter		
			▪ Power Divider Oil		
			▪ Water Pump Gear Box Oil		
			▪ Steering Oil		
			▪ Transfer Case Oil		
			▪ Defferential Oil		

			▪ Planetary Wheel Ends Oil		
			▪ Aircon Trouble Shot and Freon Charging		
			▪ Repair of Bumper Turret		
			▪ Engine Coolant		
			▪ Lubricating of Control Arm (Greasing)		
			▪ Trouble Shoot and Reseal of Transmission Pump Leaking		
			▪ Top Overhaul Replace of Cylinderhead gasket, valve seal, Injector O-ring		
			▪ Radiator		
			▪ Power Divider Oil Filter		
			LOT II Striker Rescue 4 Periodic Maintenance (PMS) Replace the following:		
			▪ Engine Oil		
			▪ Engine Oil Filter		
			▪ Power Divider Oil		
			▪ Power Divider Oil filter		
			▪ Water Pump Gear Box Oil		
			▪ Steering Oil		
			▪ Transfer Case Oil		
			▪ Defferential Oil		
			▪ Planetary Wheel Ends Oil		
			▪ Engine Coolant		
			▪ Lubricating of Control Arm (Greasing)		
			▪ Replace of Airbrake Relay		
			▪ Replace of Air Fittings		
			▪ Repair, Fiber and Align of Roll-up Guide, Roll-up, Roll-up handle lock, flairing/cover running		

			board Vertical Roll-up Frame		
			<ul style="list-style-type: none"> Repaint all Repaired areas simonized the same in color Flarings/cover Vertical Frame, Running Board 		

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, Civil Aviation Area Manager, 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 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;

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.

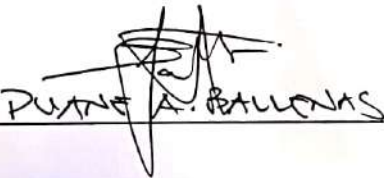
Government of the Republic of
 the Philippines

**CIVIL AVIATION
 AUTHORITY OF THE
 PHILIPPINES**

(Procuring Entity)

BY:


EFREN N. NAGRAMA
 Civil Aviation Area Manager
 Area Center 6


RUFINA A. BALONIAS

**LAXMI AUTOMOTIVE
 SERVICES AND PARTS**

(Contractor)

BY:


PROCESO B. AGUIRRE III
 Authorized Representative

WITNESSES:


JENIFER B. AGUIRRE

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 **PROCESO B. AGUIRRE III** representing **LAXMI AUTOMOTIVE SERVICES AND PARTS** 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.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this
 _____ day of 10 9 NOV 2021, 2021 at NOVA CITY, OHIO.

ATTY. MARITES DELA PIERZA-LAYO

Fealty Publico
Notarial Commission No. 62-20
For one in the City of Iloilo and Province of Capiz
Valid Until: 1 December 2021
ROLL NO.: RA-MARITE-PZLA-845-SB
PIN No. 98102907-01-04-20
TIN No. CAG-335-FI-07-DU
NICLE COMPLAINCE NO. CA-COMPLAINTS-PRM-2016
Valid until: 1 August 2026

Issued On: _____
By: _____