



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

SUPPLY AND DELIVERY OF OFFICE, IT, JANITORIAL, ELECTRICAL, COVID-19
RELATED, DENTAL & LABORATORY, AND DRUGS & MEDICINES SUPPLIES OF GPR
AIRPORT FOR CY 2021

Contract ID No. CILO 2021-032

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this NOV 08 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-

ILOILO IZEEM COMMERCIAL a Corporation, duly organized
and existing by virtue of Laws of the Republic of the Philippines with office
address at Mabini Street, Iloilo City, Iloilo Philippines, representative by
DAISY AMAR 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 SUPPLY AND
DELIVERY OF OFFICE, IT, JANITORIAL, ELECTRICAL, COVID-19 RELATED, DENTAL &
LABORATORY, AND DRUGS & MEDICINES SUPPLIES OF GPR AIRPORT FOR CY 2021, 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 2021-032-002 dated November 2, 2021, the
BAC recommends the award to the ILOILO IZEEM COMMERCIAL as the winning Bidder
in the amount of FOUR HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED
FORTY PESOS ONLY (P 476,140.00);

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. 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. 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 SUPPLY AND DELIVERY OF OFFICE, IT, JANITORIAL, ELECTRICAL, COVID-19 RELATED, DENTAL & LABORATORY, AND DRUGS & MEDICINES SUPPLIES OF GPR AIRPORT FOR CY 2021;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of FOUR HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED FORTY PESOS ONLY (P 476,140.00), 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 SUPPLY AND DELIVERY OF OFFICE, IT, JANITORIAL, ELECTRICAL, COVID-19 RELATED, DENTAL & LABORATORY, AND DRUGS & MEDICINES SUPPLIES OF GPR AIRPORT FOR CY 2021 and hereby agrees to complete the Contract within THIRTY (30) 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 guarantees that the medicines supplied will expire in year 2023 or the CONTRACTOR may replace medicines expired before 2023 with prior notice from the END-USER;

7. 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.	
			Common Office Supplies		
1	17	pcs	ARCH FILE- Royal Blue, (8.5" x 13"), Vertical	6,715.00	GENERIC
2	35	pcs	BALLPEN, 0.5mm needle tip, semi-gel ink, black	227.50	FLEXSTICK
3	35	pcs	BALLPEN, 0.5mm needle tip, semi-gel ink, blue colors	227.50	FLEXSTICK
4	17	pcs	BALLPEN, 0.4mm needle tip, semi-gel ink, black	765.00	DONG A
5	17	pcs	BALLPEN, 0.4mm needle tip, semi-gel ink, blue colors	765.00	DONG A
6	6	boxes	BINDER CLIP- 1/2 inch, 13mm, 1dozen/box	144.00	TM
7	6	boxes	BINDER CLIP- 1 inch, 25mm, 1dozen/box	216.00	TM
8	5	boxes	BINDER CLIP- 2 inches, 51mm, 1dozen/box	480.00	TM
9	2	units	CALCULATOR, COMPACT, electronic, 12 digits cap, 1 unit in individual box	1,700.00	CASIO
10	10	pcs	CLEAR BOOK, Legal, black cover	450.00	GENERIC
11	10	pcs	CLIP BOARD, 8.5x13 plastic with cover	950.00	GENERIC
12	1	pc	CORK BOARD, assorted sizes	4,500.00	GENERIC
13	5	boxes	CORK PIN- assorted colors	175.00	TM
14	15	pcs	CORRECTION TAPE, 5mm x 8m	375.00	JOY
15	2	boxes	CUTTER BLADE, 10 pieces per tube	90.00	GENERIC
16	10	pcs	DOCUMENT BOX- landscape with cover, navy blue,	2,950.00	GENERIC

			8.5x13		
17	85	pcs	ENVELOPE, 8.5"x13", brown	340.00	OFFICEMAX
18	30	pcs	ENVELOPE, 8.5"x11", brown	90.00	OFFICEMAX
19	35	pcs	ENVELOPE, EXPANDING, KRAFTBOARD, for legal size document, various colors	525.00	PRIME
20	35	pcs	ENVELOPE, MAILING, white, various sizes	35.00	CLASSIC
21	28	pcs	ENVELOPE, TRANSPARENT, plastic, 8.5"x13"	224.00	GENRIC
22	5	pcs	ERASER- Art Nr. 526 B20, rasoplast	325.00	STAEDTLER
23	3	pcs	ERASER, FELT, FOR BLACKBOARD OR WHITEBOARD	84.00	EXCELLENT
24	4	boxes	FASTENER, plastic, 700mm between prongs, 50 sets per box	660.00	TM
25	13	pcs	FOLDER PLASTIC, clear, various colors	195.00	GENERIC
26	14	pcs	FOLDER, EXPANDED, 8.5"x13", green	210.00	PRIME
27	100	pcs	FOLDER, 8.5"x11", white	500.00	SYSTEM
28	50	pcs	FOLDER, 8.5"x13", white	300.00	SYSTEM
29	5	boxes	GLUE, all-purpose, gross weight: 200grams	425.00	ELMERS
30	2	bottles	INK REFILL, white board, black	330.00	PILOT
31	1	bottle	INK REFILL, white board, blue	165.00	PILOT
32	7	pcs	MARKER, FLOURESCENT, assorted color	350.00	STABILO BOSS
33	5	pcs	MARKER, PERMANENT, fine, black(3), blue(2)	225.00	PILOT
34	4	pcs	MARKER, PERMANENT, broad, blue	180.00	PILOT
35	4	pcs	MARKER, WHITEBOARD, black	272.00	PILOT
36	5	pcs	MARKER, WHITEBOARD, blue	340.00	PILOT

37	8	boxes	PAPER CLIP, 100 pieces per box or 52 grams (min.)	176.00	TM
38	6	boxes	PAPER CLIP, 100 pieces per box or 120 grams (min.)	150.00	TM
39	45	reams	PAPER, MULTI COPY, (A4, 8.3 X 11.7)	11,700.00	OFFICEPRO
40	40	reams	PAPER, MULTICOPY, 70gsm, size: 216mm x 279mm (legal)	11,200.00	OFFICEPRO
41	20	reams	PAPER, MULTICOPY, 70gsm, size: 216mm x 279mm (letter)	4,800.00	OFFICEPRO
42	10	packs	PAPER, PHOTO, A4, waterproof, glossy photopaper, 10 pcs/pack	850.00	JOJO
43	11	rolls	PAPER, THERMAL, 216mm x 30mm; standard 55 gsm	1,045.00	TM
44	6	boxes	PENCIL, LEAD WITH ERASER, 12 dozens per box	720.00	MONGOL
45	4	pcs	RECORD BOOK, 500 PAGES, size: 214mm x 278mm min	480.00	VALIANT
46	4	pcs	RECORD BOOK, 300 PAGES, size: 214mm x 278mm min	380.00	VALIANT
47	2	pcs	RULER, PLASTIC, 450MM, 1 piece in individual plastic	170.00	STAR
48	2	pcs	SCISSORS, symmetrical, blade length: 65mm, 1 piece/ind. plastic	190.00	TM
49	20	pcs	SIGN PEN, Assorted Colors, liquid/gel ink, 0.4mm needle tip	900.00	DONG A
50	20	pcs	SIGN PEN, Assorted Colors, liquid/gel ink, 0.4mm needle tip	900.00	DONG A
51	4	pcs	SPECIAL PAPER- various colors, plain, various sizes, hard	272.00	CANON
52	3	pcs	STAMP PAD INK, purple or violet, 50ml (min)	225.00	JOY
53	3	pcs	STAMP PAD, FELT, bed dimension: 60mm x 100mm	195.00	JOY
54	2	pcs	STAMP, dater, 4mm, with received and released	900.00	SHINY
55	2	pcs	STAPLE REMOVER- mini,	130.00	JOY

			portable, 5cm×4.5cm×3.5cm		
56	8	boxes	STAPLE WIRE- STANDARD, 26/6, 5000 staples per box	440.00	MAX
57	8	rolls	TAPE, MASKING, 1 inch	200.00	OLYMPIC
58	4	rolls	TAPE, MASKING, 2 inches	160.00	OLYMPIC
59	8	rolls	TAPE, PACKAGING, width: 2 inches, brown	320.00	OLYMPIC
60	12	rolls	TAPE, TRANSPARENT, 1 inch	300.00	ARMAK
61	4	rolls	TAPE, TRANSPARENT, 2 inches	160.00	ARMAK
62	10	pcs	TICKLER FILE, legal size	2,500.00	GENERIC
			IT Supplies		
63	5	units	ANTI-VIRUS INSTALLER, good for 2 computers	14,250.00	KASPERSKY
64	5	cart.	CANON CARTRIDGE INK, 810/811, 3 black, 2 tricolor	7,500.00	CANON
65	4	pcs	DVD-RW, with case	272.00	SONY
66	12	bottles	EPSON CONTINUOUS INK, black	4,800.00	EPSON
67	6	bottles	EPSON CONTINUOUS INK, yellow	2,400.00	EPSON
68	6	bottles	EPSON CONTINUOUS INK, cyan	2,400.00	EPSON
69	6	bottles	EPSON CONTINUOUS INK, magenta	2,400.00	EPSON
70	1	unit	EXTERNAL HARD DRIVE, 1TB, 2.5"HDD, USB 3.0	4,500.00	ADATA
71	12	reams	HP, 704, Black	9,360.00	HP
72	7	reams	HP, 704, Tri-Color	5,460.00	HP
73	8	reams	HP INK- 932/933, 2 each color	9,600.00	HP
74	3	rolls	LCD CLEANER- 1 brush+1 magic wiper+1 cleanser BLUE, nylon, extra-thin fiber textile	1,350.00	GENERIC
75	2	bottles	TONER- Ineo, 118	13,000.00	INEO

76	2	bottles	TONER- Ineo, 116	13,000.00	INEO
77	2	boxes	TONER KIT- Kyocera TK-101	17,000.00	KYOCERA
78	3	units	UPS (Uninterrupted Power Supply), 600-650VA	10,500.00	APC
		Sub-Total	Office Supplies	<u>183,760.00</u>	
			Janitorial Supplies		
79	21	tubes	AIR FRESHENER, AEROSOL, 320ml, 275g	5,040.00	GLADE
80	17	pcs	AIR FRESHENER, GEL	3,400.00	GLADE
81	3	pcs	BROOM, soft	750.00	GENERIC
82	3	pcs	BROOM, walis tingting	135.00	GENERIC
83	3	pcs	BRUSH WITH HANDLE, Wood Handle	555.00	GENERIC
84	11	dozens	DETERGENT POWDER, twin pack. 74g per twin pack	165.00	TIDE
85	3	pcs	DIPPER- thick, plastic	195.00	GENERIC
86	5	gallons	DISHWASHING LIQUID, 1gal, anti-bacterial	3,250.00	POWERCLEAN
87	12	pcs	DOORMAT, Cloth	780.00	GENERIC
88	3	reams	DUST PAN, plastic with handle, size: Large	195.00	GENERIC
89	3	packs	FEATHER DUSTER, anti-static	750.00	GENERIC
90	15	rolls	FLANNEL, rug	1,425.00	GENERIC
91	2	gallons	FLOOR WAX- liquid, white, 4 liters	4,400.00	TRAFFIC GEADE
92	9	bottles	GLASS CLEANER, plastic, with spray	1,800.00	MR MUSCLE
93	7	pairs	GLOVES, for safety, Nylon, PU	1,155.00	GENERIC
94	10	pcs	GLOVES, RUBBER, inner cotton lining, sizes: medium & large	650.00	GENERIC
95	9	pairs	GLOVES, WORKING, leather	1,665.00	GENERIC

96	20	pcs	HAND TOWEL- (Good Morning), 15"x8"	900.00	GOOD MORNING
97	3	bottles	LIQUID CLEANER- 1000ml, multi-purpose cleaner	1,350.00	DOMEX
98	2	pcs	MOP- 360 degree rotating mop for easy and better cleaning	4,400.00	TORNADO
99	7	bottles	MOSQUITO REPELLANT - 600mL spray, multi insect killer	2,940.00	BAYGON
100	1	box	MOSQUITO REPELLANT, chalk	85.00	BAYGON
101	14	bottles	MURIATIC ACID- 100ml	560.00	GLEAM
102	2	pcs	PAIL- can fill 12 liters of water, thick, plastic	440.00	GENERIC
103	9	pcs	RAGS, floor, smooth, cotton, 12x18	765.00	GENERIC
104	5	pcs	SQUEEGEE- 10 inches	1,925.00	GENERIC
105	100	rolls	TISSUE PAPER, toilet, jumbo roll, plastic packed per roll	18,500.00	JADE
106	3	pcs	TOILET BOWL BRUSH, medium plastic bristle, with handle	255.00	GENERIC
107	12	gallons	TOILET BOWL CLEANER, powerful acid-based stain remover that is capable of removing dirt, rust, and slime from tiles, urinals, grouts, and toilet bowls.	10,200.00	POERCLEAN
108	3	pcs	TOILET BOWL PUMP- Black, Rubber, Wood, Easy to pump	360.00	GENERIC
109	10	packs	TOILET DEODORIZER- 12 sticks in 1 pack, thin and only 6.3 inches long	4,500.00	ALBATROSS
110	150	pcs	TRASH BAG, large size, black	1,350.00	BLACKHAWK
111	100	pcs	TRASH BAG, large size, green	900.00	BLACKHAWK
112	5	pcs	TRASH BINS, STAINLESS, heavy duty, big	22,500.00	GENERIC
			COVID RELATED SUPPLIES		
113	80	gallons	ALCOHOL, Isopropyl 70%, 4Liters/gallon	60,000.00	SOFTCARE
114	2	units	DIGITAL TEMPERATURE/HUMIDITY	3,600.00	K3X

			SENSOR		
115	30	tubes	DISINFECTANT SPRAY, aerosol, net wt. 510g	23,550.00	LYSOL
116	5	boxes	GLOVES, DISPOSABLE, vinyl, 100pcs/box	4,500.00	ABNOSON
117	15	gallons	HAND SANITIZER, liquid, 3.78 liters per gallon, anti-bacterial	12,750.00	POWERCLEAN
118	15	gallons	HAND SOAP, liquid, 3.78 liters per gallon, anti-bacterial	11,250.00	POWERCLEAN
119	50	boxes	MASK, Disposable 50 pieces per box	7,500.00	LVTA
120	8	pcs	MAT, FLOOR, rubber Type, (for foot bath)	2,000.00	GENERIC
121	20	gallons	MULTI-PURPOSE BLEACH, 1 liter	1,300.00	ZONROX
			Electrical Supplies		
122	3	pcs	ADHESIVES- 1 inch, 20mm, 3m	660.00	3M
123	12	pcs	BATTERY- AA	780.00	ENERGIZER
124	12	pcs	BATTERY- AAA	1,020.00	ENERGIZER
125	6	pcs	BATTERY- 9 volts, rectangle	1,320.00	ENERGIZER
126	2	packs	CABLE TIE- assorted size, white	500.00	GENERIC
127	17	pcs	CLF- LED, 5W, warm white, 400 lumens, 110-240V AC 50/60Hz	4,505.00	FIREFLY
128	5	pcs	COMPACT FLOURESCENT LAMP- (CFL 18 W, 2 pins)	1,250.00	FIREFLY
129	5	pcs	COMPACT FLOURESCENT LAMP- (CFL 36 W, 4 pins)	1,925.00	FIREFLY
130	5	pcs	CONTACT CLEANER, electrical	1,425.00	WD40
131	1	pc	IMPACT SCREW DRIVER, silver-red, high carbon steel, 15cm, 33mm	650.00	STANLEY
132	8	pcs	INDUSTRIAL MASK- 95% against solid particulates & non- petroleum based liquid aerosols	6,800.00	GENERIC
133	25	pcs	LAMP SOCKET, weatherproof, standard size	1,625.00	GENERIC

134	7	pcs	LAMP, flourescent- 18 W, LED	1,295.00	FIREFLY
135	3	cans	SILICONE SPRAY- Premium quality spray paint, Highly durable, Fast drying, High gloss, Weather resistant	1,350.00	WD40
136	2	rolls	SOLDERING LEAD, 1.2mm	300.00	GENERIC
137	2	rolls	SOLDERING LEAD, 60/40	900.00	GENERIC
138	1	can	SOLDERING PASTE	150.00	GENERIC
139	12	pcs	STARTER, flourescent, 220V	420.00	GE
140	5	pcs	T5 FLOURECENT LAMP- led	2,250.00	FIREFLY
141	4	rolls	TAPE, DUCT, various sizes	660.00	ARMAK
142	10	rolls	TAPE, ELECTRICAL, 1/2 inch	450.00	ARMAK
143	12	rolls	TAPE, ELECTRICAL, 1 inch	660.00	ARMAK
144	7	rolls	TAPE, RUBBER	1,995.00	3M
145	1	pc	VICE GRIP- Straight jaw locking plier, Length: Approx. 14cm/ 5.51", quick release	985.00	STANLEY
146	2	cans	WD40- (Penetrating Oil 450ml)	500.00	WD40
147	2	cans	WHITE LITHIUM GREASE	900.00	GENERIC
148	1	unit	DIGITAL CLOCK- LED Stylish Digital Display Wall/Desk Clock w/ Month, Week, AM:PM, Temp. and Alarm clock	2,850.00	STANLEY
149	2	pcs	HAMMER- all steel, rubber soft grip, 16oz/450g	1,700.00	STANLEY
150	1	roll	HOSE, GARDEN, 50 meters	4,200.00	GENERIC
151	1	roll	HOSE, pressure washer ,50meters, thick, 16mm size	5,500.00	GENERIC
152	1	unit	JACK, Hydraulic, able to handle 3 tons of weight or more	3,500.00	STANLEY
153	1	unit	PORTABLE SINK- stainless with faucet and utility storage rack	2,850.00	GENERIC
154	1	pcs	WRENCH, Socket, various drive	450.00	STANLEY

		Sub- Total	Other Supplies	<u>281,015.00</u>	
			DENTAL, MEDICAL, and LABORATORY		
155	1	roll	ADHESIVE TAPE (Microphor)	185.00	GENERIC
156	1	bottle	AGUA OXENADA	65.00	GENERIC
157	1	packs	BANDAGE- gauze, 4" x 10" yards, Topcare, For wound dressing, Sterile bandage roll, soft& absorbent	250.00	GENERIC
158	1	kg	COTTON- suitable for any skin types	400.00	CARE
159	2	packs	COTTON BALLS	240.00	CARE
160	30	pcs	FACE SHIELD- anti fog, spray, smoke, oil splash proof, windproof	135.00	GENERIC
161	2	units	THERMAL SCANNER (Infrared)	3,700.00	
		Sub- Total	Dental, Medical, & Laboratory Supplies	<u>4,975.00</u>	
			DRUGS & MEDICINES		
162	15	tablets	ADVIL- Ibuprofen 200mg	2,250.00	ADVIL
163	10	tablets	ALERTA- 10mg	350.00	ALERTA
164	1	bottle	BETADINE- ANTISEPTIC SOLUTION, 60mL	185.00	BETADINE
165	15	tablets	BIOFLU-	187.50	BIOFLU
166	40	tablets	BIOGESIC- paracetamol 500mg	260.00	BIOGESIC
167	15	tablets	DECOLGEN	150.00	DECOLGEN
168	1	bottles	EFFICASCENT OIL - (Methyl Salicylate, Camphor+ menthol) 50ml	350.00	EFFICASCENT
169	10	tablets	IMODIUM- (Loperamide) 2mg	195.00	IMODIUM
170	20	tablets	KREMIL-S- Hydrotalcite, Dicycloverine,	210.00	KREMIL S
171	25	tablets	MEFINAMIC ACID- 500mg	112.50	MEFENAMIC ACID
172	20	tablets	NEOZEP- (Phenylprine+ chlorphenamine+ paracetamol) 500mg	170.00	NEOZEP

173	2	tubes	TERRAMYCIN (or any antibiotic ointment), 3.5 grams	1,970.00	TERRAMYCIN
		<i>Sub-Total</i>	<i>Drugs & Medicines</i>	<u>6,390.00</u>	

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;

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;

11. 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 delivered supplies and shall replace the defective goods. 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**

(Procuring Entity)

BY:

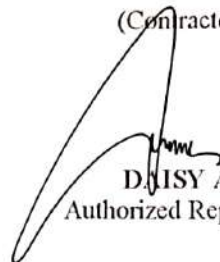

EFREN NAGRAMA
Civil Aviation Area Manager
Area Center VI


JIMS BERNARD C. PONILA CUESTA


ILOILO IZEEM COMMERCIAL

(Contractor)

BY:


DAISY AMAR
Authorized Representative

WITNESSES:


MARY GLOW DIDERES

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within **CITY & PROV OF ILOILO** 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 **DAISY AMAR** representing **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 fourteen (14) 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 **NOV 08 2021**, 2021 at **ILOILO CITY**.

Doc. No. 457;
Page No. 93;
Book No. X;
Series of 2021.

ATY IMERIOS PRADOR
NOTARY PUBLIC UNTIL DEC 31/2021
CITY AND PROVINCE OF ILOILO
TBRD/235415/104/2021/ILOILO CITY
B/AC 140517/2115/2021/ILOILO CITY
NOT. REG. NO. 74/ROLL NO. 25533
MCLEVI-0028731 UNTIL 4/24/2021
TEL: 717-385-747-088