



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

**RENOVATION AND UPGRADING OF COMFORT ROOMS AT PTB OF ILOILO
INTERNATIONAL AIRPORT**

Contract ID No. CILO 2023-016

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this NOV 08 2023 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 **ENGR. EUSEBIO F. MONSERATE JR.**, in his capacity as Acting 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-

EAJ CONSTRUCTION AND SUPPLY a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at No.9 Sto. Rosario St., Iloilo City, represented by **ENA GLIDE B. LIM**, Authorized Representative as PARTY OF THE SECOND PARTY, hereinafter referred to as the "CONTRACTOR" Who has been duly authorized for its 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 to the **RENOVATION AND UPGRADING OF COMFORT ROOMS AT PTB OF 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 2023, which was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive Bidding;

WHEREAS, after the opening of bids on last **October 4, 2023**, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

WHEREAS, under Resolution No. **CILO 2023-016-02** dated **October 4, 2023**, the BAC recommends the award to the **EAJ CONSTRUCTION AND SUPPLY** as the winning Bidder in

the amount of **Two Million Nine Hundred Nine Thousand Two Hundred Ninety Four Pesos & 88/100 (₱ 2,909,294.88)**.

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 (whichever is applicable):

- a. Invitation to Bid or Request For Quotation, if any;
- b. Drawing/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 **RENOVATION AND UPGRADING OF COMFORT ROOMS AT PTB OF ILOILO INTERNATIONAL AIRPORT**;

3. That **PROCURING ENTITY** shall pay the **CONTRACTOR** upon the former's satisfaction in the total amount of **Two Million Nine Hundred Nine Thousand Two Hundred Ninety Four Pesos & 88/100 (₱ 2,909,294.88)** 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**;

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/or labor and will complete the said contract for the **RENOVATION AND UPGRADING OF COMFORT ROOMS AT PTB OF 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 deliver the goods enumerated below:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED	BRAND
				A.	B.
1.0	1	lot	Mobilization/Demobilization	29,940.00	
2.0	454.8	m ²	Demolition Works	109,920.61	
			Scope of Works		
			Removal of counter sink		
			Chipping of floor tiles		
			Chipping of wall tiles		
3.0	142.56	m ²	Ceiling Works	165,802.98	
4.0	296.40	m ²	Installation of Wall Tiles and Composite Panel	823,580.00	
5.0	142.56	m ²	Installation of Floor Tiles, and Counter Sink	533,985.57	
6.0	3	lots	Installation of Electrical, Plumbing and Other Fixtures	1,246,065.72	
			Scope of work		
			Rewiring of light fixtures		
			Installation of power supply for handriers and urinal sensors		
			Materials for Ceiling Works:		
			Fiber Cement Board 6mm		
			Laminated Plywood 3mm		
			Metal Furring		
			Concrete Putty		
			Blind Revits 1/8 x 1/2		
			Water Base Odorless Paint		

			Adhesive Contact Cement		
			Roller 6"		
			Roller Tray		
			Baby roller		
			Materials for Wall Tiles and Composite Panel:		
			Wood Plastic Composite 24mm x 160mm x 290cm		
			Subway Tiles (A=25.5m ²) 10cm x 30cm, Bevelled, 33 pcs/box		
			Homogenous (A=85.9m ²) wall tiles 400mm x 400mm		
			WPC Clip		
			WPC Edge		
			Tile Adhesive		
			Liquid Nail		
			Cement		
			Tile grout (White)		
			Tile sealer		
			Tex w/ screw		
			Materials for Floor Tiles and Counter Sink:		
			Polished Granite Counter Top (A=8.6m ²) 60 x 240cm		
			Non-slip Homogenous floor tiles (A=42.6m ²) 400mm x 400mm, (4 pcs/box)		
			Tile Adhesive		
			Drop-in Lavatory Sink		
			Cement		
			Wash sand		
			Crack stone 1/2 or 3/4		

		RSB 10mm		
		Tie wire #16		
		Ord. Plywood 1/2		
		Lumber 2 x 2 x 10		
		Blue Sheet (For Board up)		
		CWN (Assorted)		
		Tile grout (White)		
		Tile sealer		
		Materials for Electrical, Plumbing and Other Fixtures		
		Downlight Bulb Housing Round Surface		
		THHN Stranded wire 2.0mm ² 150m/roll		
		Electrical Tape (Big)		
		Flexible metal conduit 1/2"Ø		
		Flexible connector (Metal) 1/2"Ø		
		Junction Box (Metal)		
		Cable tie 4"		
		Sensor Type Faucet (American Standard or approve equivalent)		
		Urinal Parts (TOTO) UFS800CC		
		Urinal Sensor (HH54002)		
		Urinal Controller (HH54006Z)		
		Urinal Valve (HH55002N)		
		Tissue Holder		
		Hand Dryer (Brand: KDK or approved equivalent)		
		Phenolic Urinal Partition, 400 x1200 x 12mm, customized design with mounting bracket		
		Vanity Mirror with LED light 50 X 70		
		TOTAL	P 2,909,294.88	

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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. The CONTRACTOR shall comply with the attach TERMS OF REFERENCE (see TOR).

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 **at least 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

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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
NOV 03 2023
_____ at Province of Iloilo.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

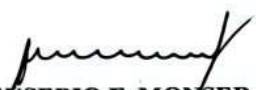
(Procuring Entity)

**EAJ CONSTRUCTION AND
SUPPLY**

(Contractor)


BY:


BY:


ENGR. EUSEBIO F. MONSERATE JR.
Acting Area Manager
Area Center VI


ENA GLORIE B. LIM
Authorized Representative

WITNESSES:


JUNILYN GUSTAW


ANALIZA B. LIM

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared **ENGR. EUSEBIO F. MONSERATE JR.**, Acting Area Manager, Area Center VI, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **ENA GLIDE B. LIM, EAJ CONSTRUCTION AND SUPPLY**, 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 Eight (8) 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 2023, 2023 at _____.

Doc. No. 40 ;
Page No. 43 ;
Book No. X ;
Series of 2023.

STEVENSUNG CONLU
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
NOTARIAL REG. NO. 28
OUR LADY OF LOURDES ZAMORA ST. I.C
PTR NO. 71305231-4-2023
IBP RECEIPT NO. 2513993
ALL ISSUED IN ILOILO CITY
Sc/IBP ROLL NO. 43467
TIN NO. 272-476-630

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TERMS OF REFERENCE

RENOVATION AND UPGRADING OF COMFORT ROOMS AT ILOILO INTERNATIONAL AIRPORT

I. GENERAL CONDITIONS:

1. Administrative Requirements:

The Contractor shall comply with the following:

- 1.1 Visit and inspect the site to apprise oneself of the actual condition that will affect the implementation of the project to be done. The Contractor shall secure a Certificate of Site Inspection from the Civil Aviation Authority of the Philippines (CAAP).
- 1.2 Comply with the security, safety, Iloilo International Airport house rules, and plans for maintaining site cleanup.
- 1.3 Investigation and submission of report/s to Iloilo International Airport for any accident or untoward incident that may occur at the site for the duration of the project.
- 1.4 Assume all responsibility for injuries to persons and damages to Iloilo International Airport and other property caused by the execution of the works and shall be liable for any claims against Iloilo International Airport on account of such injury and/or damage.

2. Prohibitions:

- 2.1 Drinking of liquor, smoking and gambling in the building and the Contractor's storage area.
- 2.2 Cooking of any kind of food and eating in the project/work area.
- 2.3 Loitering in areas other than the project site.

3. Safety and Sanitation Requirements:

- 3.1 Workers engaged in the project shall wear appropriate personal protective equipment.
- 3.2 Employees of the Contractor shall wear uniform/T-shirts marked with the Contractor's company name and shall wear valid company I.D. while inside the Iloilo International Airport premises.
- 3.3 All areas affected by implementation of the project shall be thoroughly cleaned to the full satisfaction of the Iloilo International Airport.

4. Requirements for Storage of Equipment:



- 4.1 All equipment shall be stacked in a stable and self-supporting manner. All sharp objects shall be removed to avoid injury to workers and Dolo International Airport personnel.
- 4.2 Passageways and all access ways shall be kept free from equipment and material obstructions at all times.

III. SCOPE OF WORK:

The Contractor shall provide all labor, materials, equipment, tools, technical supervision and expertise for the Renovation and Upgrading Comfort Rooms at Dolo International Airport, Addis Ababa, Ethiopia.

1. Demolition Works

- 1.1 Dismantling of all toilet fixtures and accessories such as water closet, urinals and auto faucets.
- 1.2 Chipping/Removal of floor and wall tiles and lavatory counters of comfort rooms at pre-departure and baggage claim only.
- 1.3 All the dismantled fixtures and its accessories shall be stored in the designated area assigned by the authorized representative of Dolo International Airport.
- 1.4 The Contractor shall provide the necessary protection to toilet fixtures and other equipment facility within the work area during the dismantling, demolition and installation to avoid damages.
- 1.5 The contractor can close and work simultaneously on toilets at pre-departure area and baggage claim. But in Pre-departure, the contractor must complete first the sets of toilets at the right side before they can start working at the left side.

2. Tile Works

- 2.1 Chipping/remove existing wall and floor tiles but not damaging the water proofing of the floor and embedded pipes on walls.
- 2.2 Clean the area before the installation of new tiles.
- 2.3 Install the new floor and wall tiles and composite panels.
- 2.4 Installation of new lavatory counters
- 2.5 All tile works must be done by a professional tile setter or with remarkable experience in tile installations.
- 2.6 The contractor must submit a request for inspection to the Engineering Unit for the following work activities
 - a. Materials Delivery Inspection
 - b. Preparation of the area prior to tile installation.
 - c. Tile setting prior to grouting.
 - d. Form works for lavatory counter installation prior to concreting
 - e. Lavatory granite counter installation



f. Preliminary Inspection (95% completed)/ Punch listing in preparation for the final inspection.

2.7 Work activities that were not inspected and without the approval of project in-charge might be rejected.

3. Ceiling Works

3.1 Installation of drop ceiling as specified in layout.

3.2 Installation of laminated plywood on drop ceilings.

3.3 Repainting of existing ceilings

3.4 The contractor must submit a request for inspection to the Engineering Unit for the following work activities

- a. Materials Delivery Inspection
- b. Drop ceiling framing installation prior to installation of ceiling boards.
- c. Ceiling board installation prior to the installation of laminated plywood.
- d. Ceiling preparation prior to painting works.
- e. Preliminary Inspection (95% completed)/ Punch listing in preparation for the final inspection.

3.5 Work activities that were not inspected and without the approval of project in-charge might be rejected.

4. Electrical and Plumbing Works

4.1 Installation of additional downlight at drop ceilings which will be connected to the existing lighting circuit.

4.2 Installation electrical connection of auto faucets and urinals.

4.3 Installation of electrical connections of hand driers and mirrors.

4.4 The contractor must submit a request for inspection to the Engineering Unit for the following work activities

- a. Materials Delivery Inspection
- b. Electrical stub outs prior to tile setting
- c. Megger testing of newly installed electrical wirings
- d. Preliminary Inspection (95% completed)/ Punch listing in preparation for the final inspection.

4.5 Work activities that were not inspected and without the approval of project in-charge might be rejected.

5. Installation of Toilet Fixtures

5.1 Installation of new lavatory, hand driers and auto faucets.

5.2 Reinstallation of water closets and its accessories.

5.3 Reinstallation of urinals and its accessories.



5.4 The contractor must submit a request for inspection to the Engineering Unit for the following work activities

- a. Materials Delivery Inspection
- b. Toilet fixtures installation
- c. Preliminary Inspection (95% completed)/ Punch listing in preparation for the final inspection.

5.5 Work activities that were not inspected and without the approval of project in-charge might be rejected.

III. TECHNICAL SPECIFICATIONS

Downlight

1. Must be 12 watts or higher
2. Must be heavy duty with not less than 50,000 hrs life expectancy
3. Must be LED, 100-230VAC, Daylight
4. Must be round

Wall and Floor Tiles and Counter Top

1. Non-slip homogenous floor tiles 400mm x 400mm size
2. Homogenous wall tiles 400mm x 400mm size
3. Subway tiles white prism 125mm x 250mm
4. Wood plastic composite panel 24mm x 160mm x 2900mm
5. Polished granite counter top

Auto Faucet

1. Made from A-Grade durable brass
2. Infrared sensor
3. 220V AC
4. Chrome Finish
5. 7.5L/min flow rate

Hand Dryer

1. Must be 220VAC
2. Drain Pan Type
3. Powerful air velocity of 110m/s Anti-bacteria material adopted
4. Automatic operation
5. Super-allergenic filter
6. With Heater ON and OFF switch
7. Wall Mount

IV. APPLICABLE STANDARDS

1. Occupational Health and Safety
2. ASTM's
3. EMS

V. TERMS AND CONDITIONS

1. The Contractor shall, within seven (7) calendar days after issuance of Notice to Proceed conduct a pre-construction meeting that will be attended by project in-charge, end user and contractor's representative.



2. The project shall be completed within sixty (60) calendar days from the effectivity date indicated in the Notice to Proceed.
3. The Contractor represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.
4. All works must be done without disruption on the working conditions of the airport.
5. The Contractor's Warranty shall be for a period of one (1) year after acceptance of the project. The warranty shall include the cost of parts and labor. During the warranty period, the Contractor must rectify any defects within three (3) days from time received of request from CAAP.
6. Payment will be made as follows:
 - a. 50% progress payment will be made after issuance by the CAAP of Certificate of 50% accomplishment and submission of all documents.
 - b. Full payment will be made after issuance by the CAAP of Certificate of Acceptance and submission of all documents.
 - c. All payments shall be subject to applicable taxes.
7. The execution of all works shall be subject to the inspection and acceptance by the CAAP authorized representatives.

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