

Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

SUPPLY AND DELIVERY OF JANITORIAL SUPPLIES FOR THE MONTH OF OCTOBER TO DECEMBER 2023 OF ILOILO INTERNATIONAL AIRPORT

Contract ID No. CILO 2023-018

KNOW ALL MEN BY THESE PRESENTS;

DEC 0 4 2023

at Iloilo,

This Contract is made and entered into this Philippines

by and between:

The Government Republic of the Philippines, through the CIVIL AVIATION AUHORITY 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-

PHILIPPINE VISION GROUP (PVG) INC. a

Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at 273 Katipunan Avenue Cor. Xavierville, Brgy. Loyola Heights, Quezon City, Metro Manila, represented by ALGENE P. FERNANDEZ, 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 SUPPLY AND DELIVERY OF JANITORIAL SUPPLIES FOR THE MONTH OF OCTOBER TO DECEMBER 2023 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

WHEREAS, after the opening of bids on last October 31, 2023, the bid price of the CONTRACTOR was found to be the Lowest Calculated Responsive Bid;

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WHEREAS, under Resolution No. CILO 2023-018-02 dated November 16, 2023, the BAC recommends the award to the PHILIPPINE VISION GROUP (PVG) INC. as the winning Bidder in the amount of One Million Nine Hundred Sixty-One Thousand Seven Hundred Twenty Pesos (₱ 1,961,720.00).

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 (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
- 2. The PROCURING ENTITY and the CONTRACTOR hereby agrees that the SCOPE OF WORK shall be the SUPPLY AND DELIVERY OF JANITORIAL SUPPLIES FOR THE MONTH OF OCTOBER TO DECEMBER 2023 OF ILOILO INTERNATIONAL
- 3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of One Million Nine Hundred Sixty One Thousand Seven Hundred Twenty Pesos (P 1,961,720.00) 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;
- 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 SUPPLY AND DELIVERY OF JANITORIAL SUPPLIES FOR THE MONTH OF OCTOBER TO DECEMBER 2023 OF ILOILO INTERNATIONAL AIRPORT and hereby agrees to complete the Contract within FIFTEEN (15) 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









6. The CONTRACTOR shall, at its proper cost and expense, fully and faithfully deliver the goods enumerated below:

TEM	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED	BRAND B.	
				A.		
1	20	canister	AIR FRESHENER Scented Gel 180g, Gel Freshener is a deodoriser and air freshener fragrance-mix with exclusive technology that provides long-lasting fragrance and odour-elimination for our homes, offices, cars and beyond. Its adjustable holder allows you to easily control the level of fragrance to perfectly fit any small to medium area	4,027.00	Albatros	
2	20	canister	AIR FRESHENER, Car Gel 70g A large variety of rich fragrances at great value; Can be easily placed anywhere in the home and car for continuous freshness; Simple to use with no outlets and batteries needed; Fragrance strength can be adjusted by raising and lowering the top lid	3,512.80	Farcent	
3	2000	sachet	Fabric Softener Lavender 33ml; Exceptionally fresh fabric softeners that leave a long-lasting fragrance on your clothes. It gives protection to your fabrics by smoothing and conditioning fibers. Fabric softener conditions while helping protect your clothes from the washer Reduces more wrinkles than detergent alone with the fresh scent of lavender.	17,180.00	Del	
4	10	bottle	INSECT REPELLANT SPRAY, 500 ml, Branded (aerosol type, extra killing; scented, Eco- Friendly; Kills Mosquitoes, Cockroaches, and Flies; No irritating smell; It contains natural citrus extracts from oranges, giving it a fresh citrus scent and none of the usual kerosene smell. It leaves no lasting odor)	1,774.10	Baoili ai	
5	36	pc	DUST PAN, with handle, plastic, durable	2,618.28	Generic	
6	20	box	INTERFOLDED PAPER TOWEL 175 Pulls/ 30 packs/box	29,804.60	Generic	
7	800	packs	GARBAGE BAG XXL ;thick black, 10pcs/pack, w/ label size	52,512.00	Generic	
8	1000	packs	GARBAGE BAG XXL ;thick green, 10pcs/pack, w/ label size	92,250.00	Generic	
9	400	packs	GARBAGE BAG M ;thick black, 10pcs/pack, w/ label size	14,548.00	Generic	
10	400	packs	GARBAGE BAG M ;thick green, 10pcs/pack, w/ label size	11,352.00	Generic	
11	200	packs	GARBAGE BAG M ;thick yellow, 10pcs/pack, w/ label size	5,676.00	Generic	

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	12	2592	sachet	DETERGENT SOAP, powdered, sachet 74 g; twin packed; 12 twin packed sachet per dozen	58,268.16	Tide	
	13	50	bottle	GLASS CLEANER, 500ml bottle spray; anti dust additives that keep glass free from dust accumulation longer, has anti-mist additives for that fog free clarity.	7,806.00	Mighty Shield Maringel	
	14	250	gallon	TOILET BOWL CLEANER, Commercial Grade Disinfectant, Removes scale and rust build-up, Clings to vertical surfaces for extended contact, Safe on stainless steel, tiles surfaces and septic tanks.	53,222.50	Lucaseth	
	15	720	box	TISSUE, jumbo roll, 200m/roll, individually wrapped), 12 pcs/box	1,149,602.40	Generic	
	16	1000	packs	Bathroom Tissue, 2-ply, 400 sheets per roll, 12 rolls per pack	141,930.00	Generic	
	17	300	gallon	LIQUID HAND SOAP, Anti-bacterial hand soap and kills 99.9% of germs and bacteria; kills 100 illness causing germs, ph balance formulation, enriched with added mositurizers to keep skin moisturized and nourished; for hospitals, kitchens, clinic, etc. (Floral, apple and lemon scents)	42,579.00	Lucaseth	
	18	36	bottle	DISINFECTANT SPRAY, 510g, Kills 99.9% of Viruses and Bacteria, Spray on hard and soft surfaces throughout your home. Kills 99.9% of viruses, bacteria and fungi. Kills cold & flu viruses** and COVID-19 virus*** Helps to control and prevent mold and mildew*	23,950.08	Lysol/Krest	
	19	120	рс	MOP HEAD, YELLOW, mop head 100% rayon; Unique 3-layer heavy duty strip; Made of highly absorbent material, cleans thoroughly without scratching; Easy to rinse Durable, long-lasting; Ultra-light weight, High water absorption	83,026.80	Generic	
)	20	20	bottle	Liquid Sosa; 1 Liter/bottle; the liquid Plumber, Clear Clogged Pipes, Sinks and drains; dissolves hair, grime and grease; Contains 48.50% Sodium Hydroxide	6,519.80	Glearn	
	21	10	bottle	Stainless Steel Cleaner & Polish 21oz or 600grams; Easily cleans, polishes and protects stainless steel and other metal surfaces from fingerprinting and streaking Pleasant citrus fragrance Resists streaking Comes in 21oz aerosol container	9,757.40	3M	
	22	42	pcs	Long Dust Mop Head refill	22,725.78	Generic	
	23	50	pc	MOP HEAD, Hair Type, Refill, thick, heavy duty	7,983.50	Generic	
	24	36	bottle	FURNITURE POLISHER, 330 ml (262 g) BRANDED with cleansing conditioners (scented; lemon scent anti dust formula with	15,647.40	Splenda	

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Contract ID No: CILO 2023-018

	00.027,136,1 ₹	TOTAL			
Megaclean	00.862,8	Liquid Floor Wax, polymer-based polish for resilient floors such as vinyl, rubber, and linoleum, ecofriendly.	gallons	10	33
Generic	04.272,2	Glass Wiper Squeegees Cleaning Equipment Glass Brush Window Cleaner Clean Window Glass Squeegee Wiper and Scrubber Squeegee 2 Way Multipurpose Glass Wiper Retractable And Extendable Durable Squeegee	bcs	01	35
Kingwash	25,546.80	MULTI PURPOSE BLEACH, 3785.41 ml (1 gal) Stain-remover; Antibacterial; Liquid-disinfectant; Clothes-deodorizer (BRANDED original packed by manufacturer: NOT REFILL original packed by manufacturer: MOT REFILL original packed by manufacturer:	gallon	120	15
оглепо	08.821,2	Long handle double-sided toilet brush,durable bathroom cleaners,soft bristles,cleaning materials with holder	bcs	77	30
oirseneD	00.308,7	Floor Brush/Push Brush Stiff Bristles with Scrape, 2 in 1 Sweeping Brush Broom Indoor Outdoor, Plastic Long Handle Tile and Tub Brush, 45° Floor Scrub Brush	bcs	04	67
Scotch Brite	04.096,2	Heavy Duty Scrubbing Pad 100mmx150mm	bcs	120	82
Mighty Clean Mega Clean	00.454,62	FLOOR CLEANER, concentrated, general purpose cleaner containing a blend of nanionic and anionic surfactants for effective cleaning, No-Rinse, Non-Dulling General Purpose Cleaner For Floor Care 5L, lemon scent	gallon	100	LZ
Generic	00.199,41	Polishing Brush with Bracket 16" or Floor	bcs	01	97
Oeneric	00.607,11	POLISHING PAD, 20" white	bc	07	72
		Allergen Trappers) (original packed by manufacturer: NOT REFILL OR REPACKED BY THE BIDDER/SUPPLIER) (PATENTED and TRUSTED BRAND undergone and passed passed and TRUSTED BRAND undergone and passed pass			

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, 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;

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 SIX (6) MONTHS 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.

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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.



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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)

PHILIPPINE VISION GROUP (PVG) INC.

(Contractor)

BY:

BY:

Acting Area Manager Area Center VI

Authorized Representative

WITNESSES:

Eduard Eugene

ACKNOWLEDGEMENT



