



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

**SUPPLY, DELIVERY AND INSTALLATION OF FIRE SPRINKLERS AND FDAS OF
CARGO BUILDING AT BACOLOD-SILAY AIRPORT**

Contract ID No AREA6-PB-2024-023

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this Dec. 20, 2024 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-

ISK TECH SUPPLIES & GENERAL SERVICES, INC. a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at Blk. 18 Lot 9 Sunshine Valley Subdivision, Burgos Ext. Highway, Brgy. Estefania, Bacolod City represented by **NOEL B. VIÑAS**, 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, DELIVERY AND INSTALLATION OF FIRE SPRINKLERS AND FDAS OF CARGO BUILDING AT BACOLOD-SILAY 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 2024, which was approved by the Head of the Procuring Entity, has been considered thru Public/ Competitive Bidding;

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WHEREAS, after the opening of bids on last **November 11, 2024**, the bid price of the CONTRACTOR was found to be the **Lowest Calculated Responsive Bid**;

WHEREAS, under Resolution No. **AREA6-PB-2024-023-02** dated **November 26, 2024**, the BAC recommends the award to the **ISK TECH SUPPLIES AND GENERAL SERVICES, INC.** as the winning Bidder in the amount of **Three Million One Hundred Twenty-Eight Thousand Nine Hundred Eighty-Three Pesos and 50/100 (P 3,128,983.50)**.

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 **SUPPLY, DELIVERY AND INSTALLATION OF FIRE SPRINKLERS AND FDAS OF CARGO BUILDING AT BACOLOD-SILAY AIRPORT**;

3. That **PROCURING ENTITY** shall pay the **CONTRACTOR** upon the former's satisfaction in the total amount of **Three Million One Hundred Twenty-Eight Thousand Nine Hundred Eighty-Three Pesos and 50/100 (P 3,128,983.50)** 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, DELIVERY AND INSTALLATION OF FIRE SPRINKLERS AND FDAS OF CARGO BUILDING AT BACOLOD-SILAY AIRPORT** and

hereby agrees to complete the Contract within **ONE HUNDRED TWENTY (120) 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
				A.
			Supply, Delivery and Installation of Fire Sprinkler and FDAS of Cargo Building at Bacolod-Silay Airport	
I.	1	lot	Design and Installation of Sprinklers at CTB	
	1	pcs	Gate Valve with Supervisory Switch 4"	46,788.50
	1	pcs	Flow Switch 4"	16,516.00
	1	pcs	Pressure Gauge	1,518.50
	1	pcs	Ball Valve with Sight Glass 1"	6,332.50
	43	Int	BI Pipe Seamless Sched 40 100mm (4in)	560,118.00
	57	Int	BI Pipe Seamless Sched 40 40mm (1.5in)	208,335.00
	56	Int	BI Pipe Seamless Sched 40 32mm (1.25in)	152,264.00
	32	Int	BI Pipe Seamless Sched 40 25mm (1in)	57,024.00
	28	Int	BI Pipe Seamless Sched 40 15mm (1/2in)	24,948.00
	60	pcs	Flanged Elbow 90degree, 100mm	74,490.00
	70	pcs	BI Flange 4in	50,050.00
	25	pcs	Threaded Elbow40mm	8,000.00
	35	pcs	Threaded Elbow25mm	14,000.00
	40	pcs	Concentrix Reducer 40x32	10,400.00
	65	pcs	Threaded Tee Reducer 40x40x25	54,210.00
	65	pcs	Threaded Tee Reducer 32x32x25	35,100.00
	35	pcs	Threaded Tee 25x25	17,972.50
	30	pcs	Threaded Elbow 25	7,260.00
	100	pcs	Bell Reducer 25x15	11,075.00
	100	pcs	Upright Sprinkler Heads 1/2" 5.6k	26,050.00
	3	assy	Fire Hose Cabinet with Fire Extinguisher	58,419.00
	1	lot	Support and Hangers	10,000.00
	1	lot	Consumable Materials	5,000.00
I.1	1	lot	Labor	535,000.00
			Scope of Work:	
			Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 13. All shop drawings must be signed by Professional Mechanical Engineer.	
			Processing of all permits and/or documents needed for the project	
			Provision of safety signages during installation	

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			Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hangars, sprinkler heads, supervisory switches, fittings and other necessary devices.	
			Leak testing 300 psi	
			Painting of pipe works	
			Provision of operating instructions and maintenance manual	
			Training of building and maintenance staff for proper operation of the system	
			As-Built Plan signed by CAAP, Contractor and PME	
			Testing and commissioning.	
II.	1	lot	Design and Installation of Fire Detection and Alarm System at CTB	
	1	set	FACP Simplex 4 Zones	129,800.00
	10	set	Smoke Detector with Base	13,860.00
	2	set	Beam Detectors	61,099.50
	4	set	MCP	5,360.00
	4	set	Horn Strobe	6,133.00
	1	set	AVR and Power Supply	37,780.00
	300	Int	EMT Pipe 1/2	131,100.00
	10	pes	Conduit Body C Type	2,970.00
	10	pes	Conduit Body LB Type	2,970.00
	1	lot	EMT Connectors	9,500.00
	10	box	THHN #14	108,060.00
	20	box	TF Wire #16	154,480.00
	1	lot	Programming and Orientation	15,000.00
	1	lot	Consumables	5,000.00
II.1	1	lot	Labor	355,000.00
			Scope of Works:	
			Prepare and submit of shop drawings including details and sections and connection details. Must be in accordance with NFPA 72. All shop drawings must be signed by Professional Mechanical Engineer.	
			Processing of all permits and/or documents needed for the project	
			Provision of safety signages during installation	
			Installation of wet pipe and stand pipe system including valve, fire hose, cabinets, hangars, sprinkler heads, supervisory switches, fittings and other necessary devices.	
			Provision of operating instructions and maintenance manual	
			Training of building and maintenance staff for proper operation of the system	
			As-Built Plan signed by CAAP, Contractor and PME	
			Testing and commissioning.	
3.0	1	Set	Other Materials	
	1	Lot	Machineries and Scaffoldings	15,000.00
	1	Lot	BIP Documentation, Permits and other Submittals	40,000.00

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	1	Lot	Fire Sprinkler As-Built Plan, Sign and Sealed with PME	20,000.00
	1	Lot	Fire detection and Alarm As-Built Plan, Sign and Sealed with PME	20,000.00
	1	Lot	Safety Signages	5,000.00
			Sub Total	3,128,983.50
			Discount Offered	0.00
			TOTAL	3,128,983.50

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 **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.

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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.


IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on Dec - 20, 2024 at Province of Iloilo.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

(Procuring Entity)

BY:


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

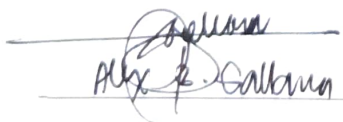
**ISK TECH SUPPLIES AND
GENERAL SERVICES, INC.**

(Contractor)

BY:


NOEL B. WINAS
Authorized Representative

WITNESSES:


Alex P. Gallana


RAVE REY SILLADOR

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 **NOEL B. VIÑAS, ISK TECH SUPPLIES AND GENERAL SERVICES, INC.**, 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 Seven (7) pages, including this page, on which the acknowledgment 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 Dec - 20 day of 2024, 2024 at _____.

Doc. No. 148 ;
Page No. 31 ;
Book No. 6 ;
Series of 2024.

ATTY. CARL RUPERY CRISME MUELA
NOTARY PUBLIC FOR CITY AND PROVINCE OF ILOILO
Notarial Commission No. 14 until Dec. 31, 2025
ISF No. 417907 / 01/13/2024 / Iloilo City
PTR No. 8344376 / 01/13/2024 / Iloilo City
Roll No. 44139
MCLE Compliance No. VII-603920 until April 14, 2025
Door No. 2, Dactis Bldg., Bonifacio Drive, Iloilo City