

**CONTRACT OF SERVICE**

(Provision of Air Cargo Service for OCD COVID-19 Response)

**KNOWN ALL MEN BY THESE PRESENTS:**

This **AGREEMENT** made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE**, a government agency responsible for the immediate consolidation, distribution, and delivery of the donated medicines, medical equipment and supplies, and other health products to identified beneficiary facilities, groups or establishments, with principal office and postal address at **Camp General Emilio Aguinaldo, Quezon City** herein represented by its Administrator, **USEC RICARDO B. JALAD**, of legal age, Filipino, herein after known as the **OCD**;

-and-

The **PSI AIR 2007 INC.**, a corporation duly organized and existing by virtue of and under the laws of the Republic of the Philippines, with address at Building No. 7212, General Aviation Area, Clark Civil Aviation Complex, Clark Freeport Zone, Pampanga, Philippines, herein represented by its General Manager, **MR. ARISMENDI VELASCO JR.**, and Vice-Chairman & CEO, **MR. AMIRHOSSEIN MOGHADDASI**, herein after referred to as **PSI AIR**;

**WITNESSETH:**

**WHEREAS**, the **OCD** requested for quotations for the procurement project **“Provision of Air Cargo Service for OCD COVID-19 Response”** and has accepted an offer by **PSI AIR** for the supply of those service in the sum of **Twenty-Five Million Pesos (PhP 25,000,000.00) only**, herein after called the **“CONTRACT PRICE”**;


**NOW, THEREFORE**, for and in consideration of the foregoing, the parties have agreed and stipulate as follows:


**A. AIRCRAFT, FLIGHT SCHEDULES, AND DESTINATION:**

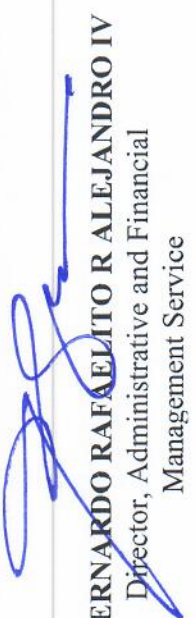
1. **OCD** shall confirm the request for chartered cargo flight and the destination at least 48 hours (2 days) before estimated time of departure.
2. **PSI AIR** will provide an airworthy aircraft, properly manned, equipped and fueled for performance of the flight/s under this Agreement.
3. **PSI AIR** will perform ten (10) roundtrip flights from NAIA to identified points in the Visayas and ten (10) roundtrip flights from NAIA to identified points in Mindanao.
4. **PSI AIR** will allocate approximately nine (9) tons cargo capacity per flight from Manila to Visayas and/or Manila to Mindanao.
5. **PSI AIR** may substitute alternate carriers or aircraft equally suitable and airworthy for the required transportation in this Agreement.

**B. PRICE AND PAYMENT:**

1. **OCD** shall be charged by **PSI AIR** every after-roundtrip service. Payment to services rendered shall be paid by the **OCD** within one (1) month after the receipt of the submitted billing statement/statement of account.

  
**ARISMENDI D. VELASCO JR**  
 General Manager

  
**AMIRHOSSEIN MOGHADDASI**  
 Vice Chairman / CEO

  
**DIR. BERNARDO RAFAELITO R ALEJANDRO IV**  
 Director, Administrative and Financial Management Service

  
**USEC RICARDO B. JALAD**  
 Administrator, Office of Civil Defense

**ARISMENDI D. VELASCO JR.**  
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Director, Administrative and Financial  
Management Service

**USEC RICARDO B. JALAD**  
Administrator, Office of Civil Defense

- 2. **PSI AIR** shall include in its price the cost in the handling of the aircraft, such other non-routine services which may be needed, and the value added tax (VAT).

**ACCEPTANCE OF LOAD:**

The **OCD** ensures that cargo does not contain anything of hazardous nature and agree to deliver the cargo at the airport six (6) hours before the estimated time of departure.

**D. UTILISATION OF THE AIRCRAFT**

- 1. **OCD** may assign his rights or sublet under this Air Charter Agreement, partly or in full, upon the express permission in writing of the Carrier.
- 2. Any unused part of the chartered space and/or payload may be utilized by the carrier without any refund to the charterer.

**E. INSURANCE:**

The **PSI AIR** shall at its sole costs and expense maintain or, cause to have maintained in full force and effect Aircraft and Cargo Damage.

**F. CONFIDENTIALITY:**

All information, data, reports, documents, or the like received from the other party in relation to this Agreement shall be treated as confidential information. Neither party shall disclose such information except upon prior written consent of the other party.

**G. NON-WAIVER OF RIGHTS:**

No waiver by either party or any of its rights under this agreement shall be deemed to have been made unless expressed in writing and signed by said party.

**H. AMENDMENTS:**

This Agreement shall not be modified or added to by amendments except only in writing and in an instrument duly executed by the parties.

**I. CANCELLATION/TERMINATION:**

The Service Agreement may be cancelled and/or terminated by upon notice in writing by one party to the other.

**WHEREFORE**, in consideration of the foregoing premises, the parties hereto have agreed to the above-mentioned terms and conditions:

**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed their signature this 1 APR 21 2020 at \_\_\_\_\_, Philippines.

**OFFICE OF CIVIL DEFENSE**

**PSI AIR 2007, INC.**

  
**USEC RICARDO B. JALAD**  
Administrator, Office of Civil Defense

  
**AMIRHOSSEIN MOGHADDASI**  
Vice Chairman / CEO

