



Contract Agreement

THIS AGREEMENT made on MAY 21 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES - AREA XI of Davao City, Philippines** (hereinafter called "the Entity") of the one part and **BERBEN MERCHANT, INC. of Davao City, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., "**COMPREHENSIVE PEST CONTROL FOR ALL BUILDINGS OF THE DIA COMPLEX**" for **CAAP- Davao City** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **EIGHT HUNDRED THOUSAND PESOS ONLY (₱ 800,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

5. In connection with the Cabinet Action/Decision File No. 437-020518-07-18 from the Cabinet Secretary to the Secretary of the Department of Public Works and Highways (DPWH) and Department of Transportation (DoTR) dated February 5, 2018, the Supplier hereby covenants with the Entity that a slippage of more than thirty (30) days in the

ENGR. ANNES B. UDANG
 Civil Aviation Area Manager -Area XI
 Civil Aviation Authority of the Philippines

ENGR. LEANDRO R. VARQUEZ
 Entity's Witness

FUCIO RAUTRAUT JR.
 Pesticon Manager
 Berben Merchant, Inc.

RANDY MILLAHERMOSA
 Supplier's Witness



original schedule would result in non-payment, the cancellation of contracts, blacklisting of the erring contractor and the entry of a new contractor who will finish the project.

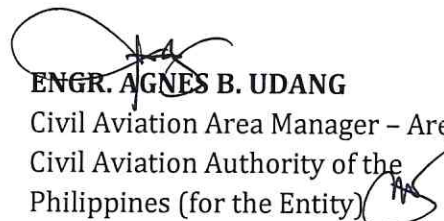
6. In connection with the DOTr Memorandum dated July 10, 2018, the Supplier hereby covenants with the Entity that; *"in order to ensure that projects are awarded to qualified bidders, to eliminate corruption, and to guarantee timely completion of projects, no advance payments or mobilization fees shall, as a rule, be extended or paid with respect to any project of the Department."*

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


Signed, sealed, delivered by


LUCIO RAUTRAUT, JR.
Pestcon Manager
Berben Merchant, Inc.
(for the Supplier)

Signed, sealed, delivered by


ENGR. AGNES B. UDANG
Civil Aviation Area Manager – Area XI
Civil Aviation Authority of the
Philippines (for the Entity)

In the Presence of:


RANDY VILLAHERMOSA
Supplier's Witness


ENGR. LEANDRO R. VARQUEZ
Entity's Witness



----- A C K N O W L E D G E M E N T -----

Republic of the Philippines)
 City/Municipality of _____) s.s

BEFORE ME, a Notary Public for and all in the City /Municipality of _____
 personally appeared before me:

NAME	CTC No.	ISSUED AT/ON
<u>ENGR. AGNES B. UDANG</u>	_____	_____
<u>LUCIO RAUTRAUT, JR.</u>	_____	_____

known to me and known to be the same persons who executed the foregoing **CONTRACT**
 and acknowledged that the same is their free and voluntary act and deed on behalf of the
PARTIES they represent.

This instrument consists of **3** pages including this page on which the acknowledgment is
 written, duly signed by the Contracting parties and their witnesses on each and every page
 thereof.

MAY 28 2021

IN WITNESS WHEREOF, I have hereto affixed my signature and seal this _____ day of
 _____, 2021, in the City/Municipality of _____.

Notary Public
 Until _____
 PTR No. _____
 Date Issued _____
 Issued at _____

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 Page No. 04
 Book No. 75
 Series of 2021



ATTY. ANTONIO L. LAOLAO, JR., CPA
 Notary Public for Davao City
LEST LAW FIRM
 Blvd. Cor. Artigas St., Davao City
 Serial No. 2021-114-2022
 Until December 31, 2022
 IBP No. 138192 / 01.04.21 / Davao City
 PTR No. 4796341 / 12.22.20 / Davao City
 TIN 184-276-617
 Roll No. 56412