

CONTRACT AGREEMENT

Emergency Repair Of Intermediate Data Framework Of CCTV System At Legazpi Airport – 2nd NP

JUL 05 2021

THIS AGREEMENT made this _____ day of _____ 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** with office address at Legazpi Airport, Legazpi City [hereinafter called “the Entity”] and **ESERV BUSINESS SOLUTION ENTERPRISES** of #1090 Rizal Street, Em’s Barrio, Legazpi City [hereinafter called “the Contractor”].

WHEREAS, the Entity is desirous that the Contractor execute the **Emergency Repair Of Intermediate Data Framework Of CCTV System At Legazpi Airport – 2nd NP** (hereinafter called “the Works”) and the Entity has accepted the Bid for **Two Hundred Sixty Two Thousand Three Hundred Forty Two Pesos & 50/100 (Php 262,342.50)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, the start date of the contract shall be the date of receipt of the Notice to Proceed (NTP) and completion of the Works is required **within Sixty (60) calendar days, including unworkable days.**

WHEREAS, in case the contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the contractor shall pay the procuring entity for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay, and once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, CAAP may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Invitation For Price Quotation and Request For Price Quotation;
 - i. Drawings/Plans, if any;
 - ii. Specifications, if any;
 - iii. Bill of Quantities;
 - iv. Supplemental or Bid Bulletins, if any;
 - (b) Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted. Bid form (bid proposal) including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (c) Performance Security;
 - (d) Notice of Award of Contract and the Bidder’s conforme thereto; and
 - (e) Other contract documents that may be required by existing laws and/or the Procuring Entity. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Two Hundred Sixty Two Thousand Three Hundred Forty Two Pesos & 50/100 (Php 262,342.50)**, **ESERV BUSINESS SOLUTION ENTERPRISES** agrees to execute and complete the Works, i.e., the **repair of Intermediate Data Framework Of CCTV System at Legazpi Airport**, and remedy any defects therein in accordance with its Bid.


4. The **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** agrees to pay the above-mentioned sum in accordance with the terms of the bidding.
5. Execution of "the Works" should not cause considerable inconvenience to the flying public nor should it in any way disrupt airport/aircraft operations hence, it should be done upon clearance from proper airport authorities, and all necessary safety precautions must be implemented.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by:


Signed, sealed, delivered by:



CYNTHIA M. TUMANUT
 Area/Airport Manager
 Area Center V, Legazpi Airport
 Legazpi City


RAIMUNDO J. SERVANDA
 Authorized Representative
 Eserv Business Solution Enterprises
 Legazpi City

Signed in the presence of:

Signed in the presence of:


 JOSE ARIZ QUIJADA
 (Printed Name & Signature)


 (Printed Name & Signature)

ACKNOWLEDGEMENT

Republic of the Philippines)
 City of **CITY OF LEGAZPI** s.s.

BEFORE ME, a Notary Public for and all in the City of **CITY OF LEGAZPI**, personally appeared before me the hereunder persons who are known to me and to me known to be the same persons who executed the foregoing CONTRACT and they acknowledged that the same is true and voluntary act and deed on behalf of the parties they represent.

CYNTHIA M. TUMANUT
 Area/Airport Manager
 CAAP, Area Center V

ID No. : CAAP ARTA I.D. No. 001
 Valid Until : December 31, 2021
 Issued At : Legazpi City

RAIMUNDO J. SERVANDA
 Authorized Representative
 Eserv Business Solution Enterprises

ID No. : 05-0637443-4
 Valid Until : _____
 Issued At : LEGAZPI CITY

This instrument consists of Two (2) pages including this page on which the acknowledgement is written duly signed by the Contracting parties and their witnesses on each and every page thereof.

JUL 05 2021

IN WITNESS WHEREOF I have hereto affixed my signature and seal this _____ day of _____ in the City of **CITY OF LEGAZPI**, Philippines.

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 Series of 2021


ATTY. RANULFO R. LAFUENTE
 NOTARY PUBLIC
 Until December 31, 2022
 IBP No. 137692, Issued 01/04/21
 PTR No. 4654292, Issued 01/05/21
 Roll of Atty. No. 32829
 MCLE Compliance No. IV-
 0010298 - 12/13/12
 2nd Flr., Pecson Bldg., Brgy 19
 Legazpi City