

CONTRACT AGREEMENT

Supply & Installation Of Metering Equipment At Bicol International Airport - 2nd SVP

THIS AGREEMENT made this JUN 09 2021 day of 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** with office address at Legazpi Airport, Legazpi City [hereinafter called "the Entity"] and **144 CUBITS BUILDERS AND SUPPLY** of Lot 18, Blk 34, Pangpang Sorsogon City [hereinafter called "the Contractor"].

WHEREAS, the Entity is desirous that the Contractor execute the **Supply & Installation Of Metering Equipment At Bicol International Airport – 2nd SVP** (hereinafter called "the Works") and the Entity has accepted the Bid for **Eight Hundred Twenty Two Thousand Two Hundred Eighty Eight Pesos & 12/100 (Php 822,288.12)** 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 Thirty Two (32) 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;
 - 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 **Eight Hundred Twenty Two Thousand Two Hundred Eighty Eight Pesos & 12/100 (Php 822,288.12)** **144 CUBITS BUILDERS AND SUPPLY** agrees to execute and complete the Works, i.e., the **supply and installation of metering equipment at the Bicol International 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.

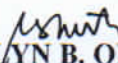
IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by:

Signed, sealed, delivered by:



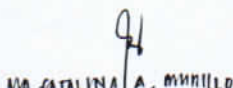
CYNTHIA M. TUMANUT
Area/Airport Manager
Area Center V, Legazpi Airport
Legazpi City



ROMELYN B. ORTIZ
Authorized Representative
144 Cubits Builders And Supply
Sorsogon City

Signed in the presence of:

Signed in the presence of:



MA CATALINA A. MURRELLO
(Printed Name & Signature)



EIB M. ACAMIL
(Printed Name & Signature)

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and all in the City of **LEGAZPI CITY**, 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

ROMELYN B. ORTIZ
Authorized Managing Officer
144 Cubits Builders And Supply

ID No. : UMID NO : 0605-050932759
Valid Until : _____
Issued At : _____

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.

JUN 09 2021.

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

Doc. No. 971
Page No. 76
Book No. 07
Series of 2021

ATTY. ROBERTO LEONES MADRID
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
IBP No. 112451 - 01/27/2020
PTR No. 699777 - 01/22/2020
AT LEGAZPI CITY ALBAY
ROLL OF ATTORNEY'S NO 307