



### Contract Agreement

THIS AGREEMENT made on 03 APR 2022 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES - AREA XI** of Davao City, Philippines (hereinafter called "the Entity") of the one part and **ALJON INTERNATIONAL CORPORATION** of Caloocan City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., "REPAIR AND UPGRADING OF DOMESTIC AND INTERNATIONAL BHS CONTROL PANEL" for CAAP- Davao City (Davao International Airport) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FOUR MILLION TWO HUNDRED NINETEEN THOUSAND ONE HUNDRED THIRTY-ONE PESOS ONLY (P 4,219,131.00)** (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. REX A. ORCENA  
Along Civil Aviation Area Manager - Area XI  
Civil Aviation Authority of the Philippines

LOUIE PHILIP S. MABANUA  
Entity's Witness

CERERINO M. SORIANO, JR.  
Project Manager  
Aljon International Corporation

GLENN A. ANICETO  
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

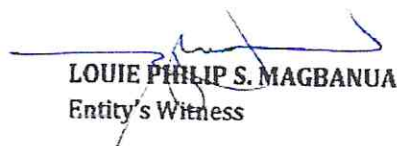
  
**CEFERINO M. SORIANO, JR.**  
 Project Manager  
 Aljon International Corporation  
 (for the Supplier)

*In the Presence of:*

  
**GLENDAG. ANICETO**  
 Supplier's Witness

Signed, sealed, delivered by

  
**ENGR. REX A. OBCENA**  
 Acting Civil Aviation Area Manager - Area XI  
 Civil Aviation Authority of the  
 Philippines (for the Entity)

  
**LOUIE PHILIP S. MAGBANUA**  
 Entity's Witness



----- ACKNOWLEDGEMENT -----

Republic of the Philippines  
 City/Municipality of QUEZON CITY ) s.s

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

NAME	CTC No.	ISSUED AT/ON
<u>ENGR. REX A. OBCENA</u>	_____	_____
<u>CEFERINO M. SORIANO, 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.

IN WITNESS WHEREOF, I have hereto affixed my signature and seal this 03 APR 2022 day of  
2022, in the City/Municipality of QUEZON CITY.

ATTY. DAVID S. ENANO, JR.  
 Notary Public  
 UNTIL DECEMBER 31, 2022  
 PTR NO. 2443445, 01-03-22, D.C.  
 IBR NO. 50285 / 02-15-03, C.C.  
 Date Issued  
 ROLL NO. 3:1613  
 Issued at  
 MCLE NO. VI-00166347 2022

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