



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

**CONTRACT AGREEMENT
FOR THE PROJECT**

TEAM BUILDING ACTIVITY FOR FY 2023 OF GODOFREDO P. RAMOS AIRPORT

Contract ID No. BSVP 2023-058

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this DEC 13 2023 at Iloilo, Philippines

by and between:

The Government Republic of the Philippines, through the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**, Iloilo International Airport represented herein by **ENGR. EUSEBIO F. MONSERATE JR.**, in his capacity as Acting Area Manager, Area Center 6, duly authorized for this purpose, with office address at Iloilo International Airport, Brgy. Gaub, Cabatuan, Iloilo, hereinafter referred to as the "PROCURING ENTITY";

-and-

THE XIMO SUITES a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at Sitio Minuro, Brgy. Caticlan, Malay Aklan, represented by **ANNALIE SOLIS**, Authorized Representative as PARTY OF THE SECOND PARTY, hereinafter referred to as the "CONTRACTOR" Who has been duly authorized for its purpose;

WITNESSETH:

WHEREAS, in accordance with the advertisement of the PROCURING ENTITY published/posted in accordance with the Revised Implementing Rules and Regulations of RA 9184, the CONTRACTOR & other contractors/bidders submitted bids to the **TEAM BUILDING ACTIVITY FOR FY 2023 OF GODOFREDO P. RAMOS AIRPORT**, in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project, by the recommendation of the Bids and Awards Committee (BAC) and stated on the approved Annual Procurement Plan for 2023, which was approved by the Head of the Procuring Entity, has been considered thru Small Value Procurement;

WHEREAS, after the opening of quotation on last **November 28, 2023**, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Quotation**;

WHEREAS, under Resolution No. **BSVP 2023-058-02** dated **December 11, 2023**, the BAC recommends the award to the **THE XIMO SUITES** as the winning Bidder in the amount of **Thirty-Five Thousand Pesos Only (P 35,000.00)**.

NOW, THEREFORE, for and in consideration of the foregoing premises, and covenants hereinafter set forth, the parties hereto have agreed as follows:

1. That PROCURING ENTITY and CONTRACTOR shall abide by the provisions and specifications stated on the following documents, which shall be included in this Contract (whichever is applicable):

- a. Invitation to Bid or Request For Quotation, if any;
- b. Specifications
- c. Eligibility Requirements:
 - d.1. Registration Certificate from SEC, DTI for Sole proprietorship, CDA for cooperatives
 - d.2. Mayor's Permit/Business Permit
 - d.3. Statement of all On-going & Completed Government & Private Contracts
 - d.4. Latest Audited Financial Statements Stamped Received by BIR
 - d.5. Annual Income Tax Return
 - d.6. Omnibus Sworn Statement in accordance with Section 25.2 (b.) (iv) of the Revised IRR of R.A. 9184
- d. Bid Bulletin, if any;
- e. Notice of Award of Contract and Contractor's "Conforme" thereto;
- f. Purchase Order or Notice to Proceed, whichever is applicable;
- g. Other contract documents that may be required by existing laws and / or the agency concerned.

2. The PROCURING ENTITY and the CONTRACTOR hereby agrees that the SCOPE OF WORK shall be the **TEAM BUILDING ACTIVITY FOR FY 2023 OF GODOFREDO P. RAMOS AIRPORT**;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **Thirty-Five Thousand Pesos Only (₱ 35,000.00)** in Philippine Currency;

4. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the goods/services and remedy any defects therein in conformity with the provision of this CONTRACT AGREEMENT in all respects;

5. That the CONTRACTOR will fully & faithfully furnish all required services and will complete the said contract for the **TEAM BUILDING ACTIVITY FOR FY 2023 OF GODOFREDO P. RAMOS AIRPORT** and hereby agrees to complete the Contract which shall commence within seven (7) calendar days after upon the receipt of Notice to Proceed;

6. The CONTRACTOR shall, at its proper cost and expense, fully and faithfully deliver the goods enumerated below:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED
				A.
1.0	1	lot	Guest Speaker	5,000.00
2.0	1	lot	Venue	5,000.00
3.0	1	lot	Transportation (Control Tower to the Venue via Tricycle & Vice Versa)	1,000.00
4.0	1	lot	Props/Materials (Tarpaulin, Ballons, Ballon Blower, Paper Cups, Paper Plates, Disposable Spoons, Ping Pong Balls, Stickers, Tissue Paper,	1,000.00

etc.)				
5.0	25	pax	T-shirt (please contact end-user for the design/lay-out)	4,250.00
6.0	1	lot	Prizes (assorted Goods)	3,750.00
7.0	25	pax	Meals (Dinner Buffet)	15,000.00
TERMS OF REFERENCE				
<p>I. FOOD Dinner will be served at 6:30 PM</p> <p>i. Bidders must attach the menu proposal</p> <p>ii. Delivery Schedule/Food Serving is subject to change. New Delivery date shall be coordinated 3 days prior to delivery.</p>				
<p>II. TERMS OF PAYMENT The service provider must issue billing statement and proof of deliverables/means of verification before processing of any payment.</p>				
TOTAL				<u>₱ 35,000.00</u>

The CONTRACTOR shall furnish all the goods and services necessary for the aforementioned project to be completed in accordance with the provisions of the Revised IRR of RA 9184 and other related documents which are hereby made and incorporated in this contract;

7. The CONTRACTOR warrants that he has not given nor promised to give any money or gifts to any employee/official of the PROCURING ENTITY (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;

8. The CONTRACTOR shall not assign, transfer, pledge, sub-contract or make such any other dispositions of the Contract or any part or interest therein except upon written notice to and prior approval of the PROCURING ENTITY. The approval of the sub-contract shall not relieve the CONTRACTOR from any liability or obligation under this Contract Agreement;

9. The provisions of R.A. 9184 and its Implementing Rules and Regulations Part A, as amended, on liquidated damages which shall be payable by the CONTRACTOR in case of breach thereof. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PROCURING ENTITY shall rescind the contract, without prejudice to other courses of action and remedies open to it;

10. The PROCURING ENTITY reserve the right to unilaterally rescind/terminate/revoke this Contract even before its expiration whenever determined that the CONTRACTOR's accomplishment/performance is unsatisfactory, based on specifications and accomplishment report duly submitted/prepared by the PROCURING ENTITY's duly authorized representatives;

11. The parties hereby mutually agree that in case of court suit/litigation arising from this Contract, the same shall be filed with the court of appropriate jurisdiction within Iloilo City;

12. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project.


IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on _____ at Province of Iloilo.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

(Procuring Entity)

BY:


ENGR. EUSEBIO F. MONSERATE JR.
Acting Area Manager
Area Center 6


THE XIMO SUITES

(Contractor)

BY:


ANNALIE SOLIS
Authorized Representative

WITNESSES:



JAMES ESTRELLA



ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared **ENGR. EUSEBIO F. MONSERATE JR.**, Acting Area Manager, Area Center 6, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **ANNALIE SOLIS, THE XIMO SUITES**, with Tax Identification Number (TIN) _____, known to me to be the same persons who executed the foregoing **CONTRACT and AGREEMENT** and the acknowledged to me that the same is their true act and deed for and in behalf of the parties the represented.

This instrument consisting of Five (5) pages, including this page, on which the acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of DEC 13 2023, 2023 at LOILO CITY.

Doc. No. 110 ;
Page No. 23 ;
Book No. 0011611
Series of 2023.

ATY. EUSEBIO F. MONSERATE JR.
NOTARY PUBLIC FOR THE CITY & PROVINCE OF LOILO
UNTIL DECEMBER 31, 2023
REF. NO. 154630, 12/26/2023, LOILO CITY
PTR. NO. 80842121 1/3/2023, LOILO CITY
NOT. REG. NO. 36, ROLL NO. 25533
MCLE VIII 0009676 VALID UNTIL 04/14/2025
TIN: 117-355-747
MEZZANINE FLOOR, RED PLAZA BUILDING
M BASA STREET, LOILO CITY 5000
1033)326-48-92

Annalie Solis
Eusebio F. Monserate Jr.