



Contract Agreement
for



**SUPPLY AND DELIVERY OF 245 PCS. AFLS PRIMARY CONNECTOR KITS FOR
VARIOUS AIRPORTS**

JUN 06 2024

THIS AGREEMENT entered this _____ between
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES with office address at Old MIA
Road corner Ninoy Aquino Avenue, Pasay City 1300 created under Republic Act 9497 hereinafter
called "CAAP" and represented herein by **ATTY. DANJUN G. LUCAS** in his capacity as Deputy
Director General for Administration of the one part:

EVERCON BUILDERS AND EQUIPMENT CORPORATION., a corporation
organized and existing by virtue of law and with office address at Unit 3A No. 644 Rajah Matanda
St., Manila hereinafter called "the Supplier" and represented herein by **MARIO ONG** in his/her
capacity as President of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services,
particularly the *Supply and delivery of 245 pcs. AFLS Primary Connector Kits for various
airports* and has accepted the Quotation by the Supplier for the supply of those goods in the sum
of **FIVE HUNDRED EIGHTY-EIGHT THOUSAND PESOS ONLY (Php588,000.00)**
hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively as
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:

- (2.1) Annual Procurement Plan CY 2024
- (2.2) Purchase Request No. 2024-105 dated 01 March 2024 / CBA (MOOE) No. 24-03-
316 dated 05 March 2024
- (2.3) Notice of Meeting and Minutes of Meeting of Pre-Procurement (CCC) dated 27
March 2024
- (2.4) Formal Quotation and other attachments from the Supplier
- (2.5) Abstract of Quotation / CCC Checklist dated 19 April 2024
- (2.6) Evaluation Report dated 24 April 2024
- (2.7) CCC Resolution No. 2024-013 dated 24 April 2024

3. In consideration of the payments to be made by the Entity to the Supplier as herein mentioned,
the Supplier hereby covenants with the Entity to provide the goods and services within One
Hundred Twenty (120) Calendar Days from receipt of the Notice for Compliance and to remedy
defects therein in conformity in all respects with the provisions of the Contract.

4. The CAAP 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
Agreement.

5. In case of failure to make the full delivery within the time specified above, a penalty of one-
tenth (1/10) of one percent (0.001) for unperformed portion for everyday of delay. Once the
cumulative number of liquidated damages reaches ten percent (10%) of the amount of the contract,
the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of
action and remedies available under the circumstances.

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:

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

EVERCON BUILDERS AND EQUIPMENT CORPORATION

BY:

BY:


ATTY. DANJUN G. LUCAS
Deputy Director General for Administration


MARIO ONG
President

WITNESSES


ATTY. JOHN BEAU B. MASIGLAT
Officer-In-Charge, Procurement Division


ENGR. GARY M. JADIE
Acting Chief, Air Navigation Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S. CITY OF MANILA

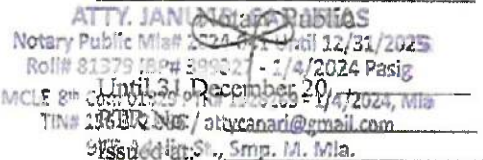
BEFORE ME, a Notary Public for and in, CITY OF MANILA this JUN 19 2024
day of _____ appeared the following person presenting to me their
respective identifications, to wit:

Name	Competent Evidence of Identity	Date and Place of Issue
ATTY. DANJUN G. LUCAS Civil Aviation Authority of the Philippines	CAAP ID No. 9530	Pasay City
MARIO ONG Evercon Builders and Equipment Corporation	UMID No. 0111-3426172-7	Manila

Known to me known to be the same persons who executed and voluntarily signed the foregoing Contract which they acknowledge before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the Contract entitled *Supply and delivery of 245 pcs. AFLS Primary Connector Kits for various airports with Reference No. C.A. No. G-2024-025* and consisting of two (2) pages including this page where the acknowledgement is written, duly signed by the parties and their instrumental witnesses thereof.

WITNESS MY HAND AND SEAL, on the date and place above written.


ATTY. JANINE S. RABIAS
Notary Public Mla# 2524-741 until 12/31/2025
Roll# 81379 IBP# 399327 - 1/4/2024 Pasig
Until 31 December 2024
MCLE 8th Conf. 01/20/24 - 01/20/24
TIN# 196002000 / attycanard@gmail.com
Issued at: Smp. M. Mla.
Issued on: _____
TIN No: _____

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Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF **MANILA**

AFFIDAVIT

I, **MARIO ONG**, of legal age, married, Filipino, and residing at No. 44 Makaturing St., Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of **Evercon Builders and Equipment Corporation** with office address at Unit 3A, No. 644 Rajah Matanda St., Manila;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Supply and Delivery of 245 Pcs AFLS Primary Connector Kits for Various Airports of the Civil Aviation Authority of the Philippines (CAAP)**, as shown in the attached duly notarized Secretary's Certificate;
3. **Evercon Builders and Equipment Corporation** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **Evercon Builders and Equipment Corporation** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of **Evercon Builders and Equipment Corporation** is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. **Evercon Builders and Equipment Corporation** complies with existing labor laws and standards; and

S. SIGNED BY:
**EVERCON BUILDERS AND
EQUIPMENT CORPORATION**

MARIO ONG
President

8. Evercon Builders and Equipment Corporation is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the SUPPLY AND DELIVERY OF 245 PCS AFLS PRIMARY CONNECTOR KITS FOR VARIOUS AIRPORTS;
9. Evercon Builders and Equipment Corporation did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of APRIL, 2024 at Manila, Philippines.


MARIO ONG
[President]
Affiant

SUBSCRIBED AND SWORN to before me this 17 day of APRIL, 2024 at Manila, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his Unified Multi-Purpose ID, with his photograph and signature appearing thereon, with No. 0111-3426172-7 issued at Manila.

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SUBMITTED BY:
EVERCON BUILDERS AND
EQUIPMENT CORPORATION


MARIO ONG
President


Notary Public