



Contract Agreement  
for

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



THIS AGREEMENT entered this JUN 03 2024 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 Secondary Connector Kits for various  
airports* and has accepted the Quotation by the Supplier for the supply of those goods in the sum  
of **SIX HUNDRED EIGHTY-SIX THOUSAND PESOS ONLY (Php686,000.00)** 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. 2024-106 dated 01 March 2024 / CBA (MOOE) No. 24-03-  
317 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. 2024-014 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 DEAN B. MASIGLAT  
Officer-In-Charge, Procurement Division

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

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF ) S.S. \_\_\_\_\_

CITY OF MANILA

JUN 19 2024

BEFORE ME, a Notary Public for and in, \_\_\_\_\_ this \_\_\_\_\_ 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 Secondary Connector Kits for various airports with Reference No. C.A. No. G-2024-026* 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. JANILYN CANARIAS  
Notary Public for the Philippines  
Roll No. 813 / 1234 Pasig  
Until 31 December 2024  
TIN No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No: \_\_\_\_\_

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## Omnibus Sworn Statement (Revised)

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

### 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 Secondary 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

SUBMITTED 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 SECONDARY 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 APR 19 2024 2024 at Manila, Philippines.

  
MARIO ONG  
[President]  
Affiant

SUBSCRIBED AND SWORN to before me this APR 19 2024 day of 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.

  
ATTY. GARY CAMITANLAURE  
NOTARY PUBLIC, ROLL NO. 60777

PTR No. 1527767 Issued on Jan. 2, 2024 until Dec. 31, 2024 Manila

ISP Lifetime No. 14589 Issued on Feb. 2, 2016

Commission No. 2023-018 Issued on Nov. 18, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2025 Pasig City

ICE No. VII-0001648 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City

Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place,  
2644 A. Taft Avenue, Malate, Manila 1004

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SUBMITTED BY:  
EVERCON BUILDERS AND  
EQUIPMENT CORPORATION

  
MARIO ONG  
President