



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

PROVISION OF ENTRANCE AND EXIT TOLL GATE BOOTH
AT KALIBO INTERNATIONAL AIRPORT

Contract ID No. AREA6-PB-2024-014

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this _____ 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 VI, duly authorized for this purpose, with office address at Iloilo International Airport, Brgy. Gaub, Cabatuan, Iloilo, hereinafter referred to as the "PROCURING ENTITY";

-and-

MDG CONSTRUCTION a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at Lapayon, Leganes, Iloilo, represented by **LHUDY A. CUATRIZ**, 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 **PROVISION OF ENTRANCE AND EXIT TOLL GATE BOOTH AT KALIBO INTERNATIONAL 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 2024, which was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive Bidding;

WHEREAS, after the opening of bids on last **June 14, 2024**, the bid price of the CONTRACTOR was found to be the **Lowest Calculated Responsive Bid**;

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WHEREAS, under Resolution No. AREA6-PB-2024-014-02 dated July 2, 2024, the BAC recommends the award to the **MDG CONSTRUCTION** as the winning Bidder in the amount of **Three Million Thirty-Six Thousand Eight Hundred Thirty-Five Pesos & 64/100 (₱ 3,036,835.64)**.

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. Drawing/Plans
- c. Specifications
- d. 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
- e. Bid Bulletin, if any;
- f. Notice of Award of Contract and Contractor's "Conforme" thereto;
- g. Purchase Order or Notice to Proceed, whichever is applicable;
- h. 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 **PROVISION OF ENTRANCE AND EXIT TOLL GATE BOOTH AT KALIBO INTERNATIONAL AIRPORT**;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **Three Million Thirty-Six Thousand Eight Hundred Thirty-Five Pesos & 64/100 (₱ 3,036,835.64)** in Philippine Currency. However, the CONTRACTOR may opt to collect at least fifty (50%) percent of the fee provided that they have accomplished at least fifty (50%) percent of the project per evaluation and satisfaction of the PROCURING ENTITY;

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 WORKS 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 materials and/or labor and will complete the said contract for the **PROVISION OF ENTRANCE AND EXIT TOLL GATE BOOTH AT KALIBO INTERNATIONAL AIRPORT** and hereby agrees to complete the Contract within **ONE HUNDRED FIFTY (150) CALENDAR DAYS** which shall

commence on the date received by the Contractor of the Purchase Order or seven (7) days after upon the receipt of Notice to Proceed, whichever is applicable;

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	BRAND
				A.	B.
			I. Project Billboard and Board-up Enclosure		
1.00	1	lot	7'x 8' Tarpaulin in standard layout	2,500.00	
2.00	2	shts	Marine Plywood 4' x 8' x 1/4"	1,100.00	
3.00	60	mtrs	Sakoline 8'ft	4,500.00	
4.00	1	lot	Labor Cost:	6,000.00	
			II. Mobilization/Demobilization		
			Equipment Rental Cost:		
5.00	1	lot	Isuzu Elf Mini-Dump Truck 3.5 Cu.	12,000.00	
			III. Excavation Work		
6.00	1	lot	Labor Cost:	40,000.00	
			Equipment Rental Cost:		
7.00	1	units	Walk Behind Concrete Saw	30,000.00	
8.00	2	units	Portable Demolition Jack Hammer 16" Hex Shank (1510Watts)	20,000.00	
			IV. Scaffolding and Form Works		
9.00	660	bdf	2" x 2" x 8'ft Coco Lumber	26,400.00	
10.00	3020	bdf	2" x 3" x 10'ft Coco Lumber	120,800.00	
11.00	20	pcs	4'ft x 8'ft Phenolic Board # 3/4"	34,000.00	
12.00	200	pcs	Bamboo Pole (med.)	40,000.00	
13.00	10	kgm	Plastic Rattan	1,800.00	
14.00	60	kgm	Assorted Common Nails	4,500.00	
15.00	1	lot	Labor Cost:	192,200.00	
			V. Masonry Works		
16.00	356	bags	Cement 40kgm	89,000.00	
17.00	2	m3	Fine Sand	5,000.00	
18.00	22	m3	Screen Sand	26,400.00	
19.00	44	m3	3/4" Gravel	48,400.00	
20.00	20	kgs	G.I. Tie Wire # 16	1,600.00	
21.00	48	kgs	G.I. Tie Wire # 18	3,840.00	
22.00	117	pcs	10mmØ Reinf. Steel Bars	20,475.00	
23.00	32	pcs	12mmØ Reinf. Steel Bars	8,960.00	
24.00	141	pcs	16mmØ Reinf. Steel Bars	59,220.00	
25.00	45	pcs	20mmØ Reinf. Steel Bars	38,250.00	
26.00	3	clips	Nylon Chord #100mm/150mtr	150.00	
27.00	2	pcs	200 ltr. Empty Blue Container	4,200.00	

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28.00	10	pcs	Pail	750.00
29.00	25	block	Hot Mixed Asphalt 25 kgm	87,500.00
30.00	1	lot	Labor Cost:	127,500.00
			Equipment Rental Cost:	
31.00	1	unit	1 Bagger Concrete Mixer	50,000.00
32.00	2	unit	Plate Compactor 5hp. (Gas)	12,000.00
			VI. Steel Works	
33.00	67	pcs	5mm thk x 3" x 20'ft Angle Bar	167,500.00
34.00	80	pcs	5mm thk x 2 1/2" x 20'ft Angle Bar	152,000.00
35.00	93	pcs	3.5mm thk x 1 1/2" x 20'ft Angle Bar	88,350.00
36.00	45	pcs	2" x 4" x 20'ft C-Purlins	49,500.00
37.00	30	pcs	16mmØ Round Bar (tension rod)	13,200.00
38.00	24	pcs	# 16 Turn Buckle	6,000.00
39.00	1	pc	4'ft x 8'ft Mild Steel Plate # 12mm thk	19,000.00
40.00	32	pcs	0.5mm thk x 1.22 x 3.18 m Rib Type Roof (blue)	17,600.00
41.00	7	pcs	0.4mm thk x 24" x 8'ft m Wall Flashing (blue)	3,850.00
42.00	8	pcs	0.4mm thk x 16" x 8'ft m Ridge Roll (blue)	3,040.00
43.00	15	pcs	0.4mm thk x 16" x 8'ft m Box Gutter (stainless sht.)	14,250.00
44.00	7	rolls	10mm thk x 1000mm x 25.0 mtr. Heat Insulation	14,700.00
45.00	1500	pcs	Tek Screw # 2 1/2" (steel)	1,800.00
46.00	5	clips	Nylon Chord	250.00
47.00	52	pcs	4mm thk x 4'ft. x 8'ft Alum. Comp. Panel (med.grey)	93,600.00
48.00	105	pcs	1"x1"x 20ft. Aluminum Square Tube	57,750.00
49.00	60	tube	Silicon Sealant (black)	10,800.00
50.00	3	pcs	Caulking Gun	1,050.00
51.00	3	pcs	Knife Cutter	750.00
52.00	25	rolls	Masking Tape # 1"	1,125.00
53.00	2	pcs	2" x 4" x20'ft Rectangular Tubing Ga.#1.5mmthk	3,300.00
54.00	4	sets	1 1/2" Ø Pillow Block (heavy duty)	5,760.00
55.00	2	pcs	1 1/2" Ø x 12" Stainless Steel Shafting (treaded)	1,800.00
56.00	4	pcs	#1 1/2" Ø x 12" Stainless Nuts	600.00
57.00	12	pcs	# 2" Ø Stainless Washer	360.00
58.00	4	pcs	# 2" Ø Stainless Lock Washer	120.00
59.00	8	sets	12mm Ø x 2 1/2" Stainless Bolt & Nut w/ Washer	640.00
60.00	8	sets	12mm Ø x 6" Stainless Bolt & Nut w/ Washer	480.00
61.00	4	pcs	12mm x 10" x 18" Metal Plate (base)	9,600.00
62.00	2	pcs	12mm x 10" x 10" Metal Plate	4,400.00
63.00	4	pcs	12mm x 7" x 8" Metal Plate	8,800.00
64.00	2	sets	# 1"Ø x 16" Pipe w/ Rubber Handle Grips	200.00

65.00	120	kgs	Welding Rod	14,400.00	
66.00	5	pcs	Cut-Off Wheel # 14" Ø	1,200.00	
67.00	37	pcs	Grinding Stone # 4" Ø	1,665.00	
68.00	21	box	Blind Rivets # 1/8" x 3/8"	6,720.00	
69.00	16	box	Blind Rivets # 5/32" x 3/4"	5,120.00	
70.00	40	pcs	Drill Bit # 1/8" (steel)	2,800.00	
71.00	35	pcs	Drill Bit # 5/32" (steel)	3,150.00	
72.00	2	pcs	Drill Bit # 1/2" (masonry)	200.00	
73.00	5	pcs	Riveter (heavy duty)	2,250.00	
74.00	50	pcs	Hack Saw Blade	3,750.00	
75.00	1	lot	Labor Cost:	124,000.00	
			Equipment Rental Cost:		
76.00	3	units	Electric Router Trimmer Machine 750watts	2,400.00	
77.00	4	units	Electric Impact Drill 850watts	6,400.00	
78.00	2	units	Cut-Off Machine 2000 Watts (# 14"Ø)	16,000.00	
79.00	3	units	Welding Machine 300 Amp.	18,000.00	
80.00	11	sets	Steel Scaffolding Frame 4-Layers w/ accessories	26,400.00	
			VII. Plumbing Works		
81.00	16	pcs	PVC Pipe # 4" Ø S-1000	19,200.00	
82.00	8	pcs	PVC Elbow # 4" Ø x 90°	880.00	
83.00	4	pcs	PVC Elbow # 4" Ø x 45°	360.00	
84.00	5	can	Solvent Cement 200cc	1,000.00	
85.00	5	ltrs	Rubber Sealant	1,750.00	
86.00	40	pcs	Stainless Mounting Strap #304(16mm x 50cm)	3,200.00	
87.00	1	lot	Labor Cost:	9,600.00	
			VIII. Electrical Works		
88.00	1	unit	Panel Board (6-branches)	1,800.00	
89.00	1	pc	Circuit Breaker 60 amp.	600.00	
90.00	1	pc	Circuit Breaker 20 amp.	400.00	
91.00	4	pcs	Circuit Breaker 15 amp.	1,600.00	
92.00	5	roll	# 1/2" Ø Flexible Hose	3,750.00	
93.00	200	pcs	# 1/2" Ø Flexible Connector	4,000.00	
94.00	12	pcs	# 1/2" dia. PVC Pipe	840.00	
95.00	8	pcs	# 3/4" dia. PVC Pipe	720.00	
96.00	12	pcs	# 3/4" dia. PVC Elbow	180.00	
97.00	15	pcs	# 1/2" dia. PVC Elbow	180.00	
98.00	1	set	# 3/4" Entrance Cap w/ Adapter	45.00	
99.00	1	set	# 1/2" Entrance Cap w/ Adapter	30.00	
100.00	45	pcs	4"x4" Junction Box	675.00	
101.00	13	pcs	2" x 4" Utility Box	195.00	
102.00	10	pcs	4"x4" Square Box	250.00	
103.00	1	box	THHN Cu. Wire # 8.0mm2	6,500.00	
104.00	2	boxes	THHN Cu. Wire # 3.5mm2	9,600.00	

105.00	4	boxes	THHN Cu. Wire # 2.0mm2		
106.00	2	set	Switch (1-gang)	14,000.00	
107.00	1	sets	Switch (2-gang)	160.00	
108.00	1	sets	Switch (3-gang)	110.00	
109.00	3	sets	Convenience Outlet (1-gang)	150.00	
110.00	2	sets	Convenience Outlet (2-gang)	240.00	
111.00	6	pcs	Down Light # 4.5" (white)	220.00	
112.00	8	pcs	Down Light # 6" (white)	2,700.00	
113.00	6	pcs	LED Light 15watts (daylight)	5,200.00	
114.00	8	pcs	LED Light 25watts (daylight)	1,080.00	
115.00	2	pcs	Telephone Outlet	1,760.00	
116.00	1	box	CAT 6 Lan Cable	360.00	
117.00	20	rolls	Electrical Tape (big)	3,000.00	
118.00	2	units	Exhaust Fan # 10" (wall type)	800.00	
119.00	2	units	Exhaust Fan # 14" (ceiling type)	3,000.00	
120.00	1	lot	Labor Cost:	4,000.00	
				17,000.00	
			IX. Painting Works		
121.00	7	gals	Flat Latex		
122.00	2	gals	Semi Gloss Latex	5,950.00	
123.00	5	gals	QDE (black)	1,800.00	
124.00	1	gal	QDE (blue)	4,750.00	
125.00	1	gal	QDE (lemon yellow)	950.00	
126.00	5	gals	ReflectORIZED Traffic Paint (yellow)	950.00	
127.00	25	pcs	Baby Roller # 4" (foam)	7,000.00	
128.00	20	pcs	Baby Roller # 4" (cotton)	1,500.00	
129.00	10	pcs	Paint Roller # 7"	1,200.00	
130.00	15	pcs	Paint Brush # 2"	450.00	
131.00	10	pcs	Paint Brush # 3"	400.00	
132.00	10	pcs	Paint Brush # 4"	500.00	
133.00	8	pcs	Paint Tray	480.00	
134.00	10	gals	Paint Thinner	4,500.00	
135.00	3	gals	Red Oxide Paint	1,500.00	
136.00	11	gals	Lacquer Thinner	7,150.00	
137.00	10	gals	Epoxy Primer Paint (white)	9,000.00	
138.00	5	gals	Acrylic Primer Paint (white)	4,500.00	
139.00	4	gals	Acrylic Top Coat Paint (white)	4,000.00	
140.00	8	gals	Acrylic Thinner	5,200.00	
141.00	3	gals	Acrylic Reducer	2,400.00	
142.00	6	ltrs	Automotive Body Filler	3,300.00	
143.00	15	pcs	Steel Brush	750.00	
144.00	5	mtrs	Sanding Paper # 180	1,000.00	
145.00	10	mtrs	Sanding Paper # 120	2,000.00	
146.00	10	mtrs	Sanding Paper # 100	2,000.00	
147.00	1	bag	Patching Compound 25kgm	500.00	
148.00	1	lot	Labor Cost:	25,200.00	
			X. Collectors Booth		

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149.00	2	pcs	5mm x 2" x 2" Angle Bar	1,900.00	
150.00	3	pcs	5mm x 2 1/2" x 2 1/2" Angle Bar	2,400.00	
151.00	16	pcs	1.5mm thk x 2" x 3" x 20'ft. Rectangular Tubing	13,600.00	
152.00	2	pcs	Grinding Brush	240.00	
153.00	8	pcs	5.0 mm thk x 4'ft x 8'ft Alum. Comp. Panel (drk.grey)	14,400.00	
154.00	8	pcs	4.5 mm thk x 4'ft x 8'ft Cement Board	4,000.00	
155.00	6	pcs	10mm thk x 4'ft x 8'ft Hardesinapa	2,700.00	
156.00	4	pcs	3/4" thk x 4'ft x 8'ft Marine Plywood	6,400.00	
157.00	15	pcs	12" x 12" Vinyl Tiles (grey)	750.00	
158.00	2	gals	Vinyl Adhesive	1,100.00	
159.00	4	pcs	1" x 1" x 8'ft Wall Angle	240.00	
160.00	2	pcs	10mm x 1 1/2" x 16'ft. Carrying Channel	280.00	
161.00	7	pcs	1" x 2" x 16'ft. Metal Furring	840.00	
162.00	25	pcs	W-Clip	125.00	
163.00	1	pcs	Riveter	450.00	
164.00	10	pcs	2" x 2" x 20'ft. Square Tubing (white)	3,500.00	
165.00	2	pcs	3/4" thk x 4'ft x 8'ft MDF Board (wood color)	4,200.00	
166.00	2	tubes	Silicon Sealant (white)	400.00	
167.00	1	pc	Caulking Gun	320.00	
168.00	2	sets	W 150cm x H 90cm 1/4"thk. FIXED WINDOW	9,000.00	
169.00	2	sets	W 70cm x H 90cm 1/4"thk. FIXED WINDOW	6,000.00	
170.00	2	sets	W 120cm x H 90cm 1/4"thk. SLIDING WINDOW (Aluminum framing 2 Slides)	7,000.00	
171.00	2	sets	W 60cm x H 210cm 1/4"thk. SWING DOOR (Aluminum framing 2 Slides)	9,000.00	
172.00	1	lot	Labor Cost:	8,400.00	
			XI. KIA Stainless Lighted Signage, STOP & CAAP Logo Sign		
173.00	1	set	KALIBO INTERNATIONAL AIRPORT Customized 3D Lighted Signage 1.2mm Mirrorized Stainless Depth 2" x Height 30" inch x Width (proportion) Lighted w/ LED strip (blue) backlight w/ stainless rod and complete accessories	50,000.00	
174.00	2	pcs	STOP traffic sign (50cm x 50cm/octagon shape) Signage on 5mm thk Alum.Composite Panel base and use 3M reflectorized sticker lettering (red) background (white) accessories (4sets-10mmØstainless décor screw)	10,000.00	
175.00	2	pcs	3.0 CAAP logo (H.60cm x W.80cm Ellipse shape) Signage on 5mm thk Alum.Composite Panel	10,000.00	

Shila

Jojo

Jim Culinit

Summy

			base and use 3M reflectorized sticker for logo (blue) background (white) (see actual color and design) w/complete accessories (8sets-10mmØstainless décor screw)	
176.00	1	lot	Labor Cost:	21,600.00
			Scope of works:	
1.00			Secure necessary Documents and Permits if needed.	
2.00			Supply and delivery of materials	
3.00			Layout survey and clearing on site project area.	
			Installation of Billboard and Board-up perimeter enclosure	
4.00			Cutting works, chipping, removal of concrete pavement and excavation of soil for column footing foundation.	
5.00			Installation and rebars of footings.	
6.00			Pouring of 8 units column footing.	
7.00			Installation of vertical reinforcement bars of columns.	
8.00			Installation of scaffolding and fabrication of forms	
9.00			Pouring of 8 unit columns.	
10.00			Backfilling of excavated footing	
11.00			Installation of rebars for tie beam and forms.	
12.00			Compacting of ground soil and restoration of concrete and asphalt pavement.	
13.00			Compacting of ground soil for the restoration of concrete	
14.00			Installation of forms and rebars of roof beam.	
15.00			Pouring of concrete roof beam.	
16.00			Plaster cement finish of 8 columns and roof beams.	
17.00			Layout and fabrication of steel girder beam, steel trusses and steel frame for cladding.	
18.00			Installation of roofing, bended materials and aluminum composite panel.	
19.00			Installation tension bars and storm downspout.	
20.00			Layout and installation electrical lines, fixtures devices.	
21.00			Layout and concreting of platform and concrete humps.	
22.00			Fabrication and installation of Collectors Booth.	
23.00			Installation of 2-units steel boom stop barriers.	
24.00			General painting works.	
25.00			Installation of KIA (stainless) Lighted Signage, Stop and CAAP logo signage.	

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		Note: Signage Contractor must have 2 years experience in Signage Maker or Advertising Industry.		
26.00		Testing and commissioning.		
27.00		Dismantle and pull-out of scaffolding and debris.		
28.00		Review checking of work, clearing and cleaning on site project area.		
29.00		The Contractor is required to submit the As-Built Plan upon turn-over of the project.		
30.00		Warranty of Two(2) years for workmanship for the construction of Facade and KIA Stainless Signages and backlighting/ Collectors Booth/ Stop Barriers (droparm)		
		No. of days to work: One Hundred Fifty (150) cal. days.		
		A. Total Direct Cost	2,515,785.00	
		B. Total Indirect Cost	327,052.05	
		a. Profit (10% of A)	251,578.50	
		b. OCM (3% of A)	75,473.55	
		C. Tax (7% of A+B)	198,998.59	
		Discounts Offered	5,000.00	
		TOTAL	P 3,036,835.64	

The CONTRACTOR shall furnish all the equipment, material and labor 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 shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws, the other relevant and applicable provisions of the Labor Code of the Philippines included herein the submission of the names and profile of their manpower assigned to perform the task for credibility check to implement the project and to secure safety in the airport grounds;

8. No extension of time shall be granted to the CONTRACTOR due to ordinary unfavorable weather condition, non-availability of materials or equipment to be furnished or used by it, labor problems and such causes for which the PROCURING ENTITY is not directly responsible, or when time-affected activities do not fall within the critical path of the network. Extension of time shall be granted only for the equivalent period of delay due to major natural calamities such as earthquake, typhoon, and the likes, which will cause unworkable conditions as well as stoppage of work on orders of the PROCURING ENTITY;

9. 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;

10. 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;

11. As a Warranty, within the period of **at least one (1) year** after the completion and final acceptance, the CONTRACTOR shall remain liable for any damages and defects discovered in the work due to faulty installation or the use of inferior materials. The PROCURING ENTITY shall retain the amount equivalent to five (5%) percent of the total project cost as Guarantee Bond or Warranty Deposit and shall be retained for the duration of its warranty.

The PROCURING ENTITY shall promptly notify the CONTRACTOR in writing of any claims arising under this warranty. Upon receipt of such notice, the CONTRACTOR shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the PROCURING ENTITY.

That any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction of the Contract Price or the consideration paid without prejudice to the filing of civil criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representatives.

The CONTRACTOR shall render the PROCURING ENTITY free and harmless from any and/or all claim(s) or action(s) which may now hereafter be filed by any third person by reason of the foregoing;

12. 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;

13. 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;

14. 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;

15. 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**

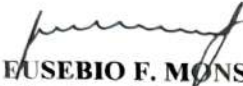
(Procuring Entity)

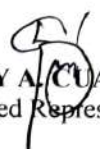
MDG CONSTRUCTION

(Contractor)


BY:

BY:


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


LHUDY A. CUATRIZ
Authorized Representative

WITNESSES:






ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared **ENGR. EUSEBIO F. MONSERATE JR.**, Acting Area Manager, Area Center VI, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **LHUDY A. CUATRIZ, MDG CONSTRUCTION**, 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 Eleven (11) 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 22nd day of July, 2024 at _____.

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Series of 2024.


TY. LUZERMINDO A. CALMORIN
NOTARY PUBLIC
ROLL NO. 29514 5-15-79
PTR NO. 8338720 01-02-24
IBP NO. 391902 01-03-24
TIN NO. 126-157-766
MCLE COMP. NO. V-0028120
DATE OF COMMISSION 03-02-23 TO 12-30 24
REG. NO. 169
CITY AND PROVINCE OF ILOILO