



CONTRACT AGREEMENT

for

REHABILITATION OF MANILA TRANSMITTER FACILITIES (RE-BID)

THIS AGREEMENT, made this FEB 17 2025 day of 20 between the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**, with office address at MIA Road corner Ninoy Aquino Avenue, Pasay City (hereinafter called "CAAP") and **CYJE FIRSTBUILDERS CONSTRUCTION CORPORATION** with office address at 201 Raintree Mall, General Maxilom Avenue, Cebu City, Cebu (hereinafter called the "Contractor").

WHEREAS, CAAP awarded to the Contractor the project entitled **Rehabilitation of Manila Transmitter Facilities (Re-Bid)** (hereinafter called the "Works") and CAAP has accepted the Single Calculated Responsive Bid (SCRB) of the above-mentioned Works for **THIRTY MILLION TWO HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED EIGHTEEN PESOS & 79/100 ONLY (PHP30,222,918.79)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 General and Special Conditions of Contract referred to under item 2(a) of this Agreement.
2. The following documents of the procurement conducted for the Works shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Apply for Eligibility and to Bid;
  - (e) Bidding Documents;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) Bid Form including all the documents/statements contained in the winning bidder's two (2) bidding envelopes, as annexes;
  - (h) Eligibility requirements, documents, and/or statements;
  - (i) Performance Security;
  - (j) Credit Line issued by a licensed bank in accordance with the provisions of IRR-A of R.A. 9184, if any;
  - (k) Notice of Award of Contract dated 17 January 2025 and winning bidder's "Conforme" thereto; and
  - (l) Other Contract documents that may be required by existing laws and/or the Procuring Entity concerned:
    - Construction Schedule
    - Bar Chart & S-curve
    - PERT/CPM
    - Manpower Schedule
    - Equipment Utilization Schedule
    - Construction Methods

- Construction Safety & Health Program approved by Department of Labor and Employment (DOLE).
  - Cash Flow by Quarter and Payment Schedule
3. In consideration of the payments to be made by CAAP to the Contractor as hereinafter mentioned, the Contractor hereby covenants with CAAP to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Agreement in all respects.
4. CAAP hereby covenants to pay the Contractor in consideration of the execution and completion of the Works within **Two Hundred Forty (240) Calendar Days** and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.
5. A slippage of more than thirty (30) days would result in non-payment, the contract's cancellation, blacklisting of the Contractor, and the engagement of another Contractor to finish the Project.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first before written.

Procuring Entity:  
Civil Aviation Authority of the Philippines

Contractor:  
CYJE Firstbuilders Construction Corporation


By:

By:

  
**CAPTAIN MANUEL ANTONIO L. TAMAYO**  
Director General

  
**JESSICA S. OTADOY**  
President

WITNESSES

  
**LT COL VALENTINO A. DIONELA PAF (RET.)**  
ADG II, ADMS

  
**OSCAR B. DEMETILLO, JR.**  
Chief, Procurement Division

  
**KEVIN D. ALMERIDO**  
Chief, Accounting Division



ACKNOWLEDGEMENT

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

**BEFORE ME**, a Notary Public for and all in the City/Municipality of MAKATI CITY, personally appeared before me the hereunder persons who are known to me and known to be the same persons who executed the foregoing **CONTRACT AGREEMENT** for the entitled **Rehabilitation of Manila Transmitter Facilities (Re-Bid)** and they acknowledged that the same is true and voluntary act and deed on behalf of the **PARTIES** they represent.

**CAPTAIN MANUEL ANTONIO L. TAMAYO**

Director General  
Civil Aviation Authority of the Philippines  
Government I.D. : CAAP ID  
I.D. No. : 0001  
Issued on : July 22, 2022

**JESSICA S. OTADOY**

President  
CYJE Firstbuilders Construction Supply  
Government I.D. No. : \_\_\_\_\_  
Issued on : \_\_\_\_\_

This instrument consists of three (3) pages including this page on which the Acknowledgement 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 \_\_\_\_\_  
Day of FEB 17 2025, 20\_\_, in the City/Municipality of MAKATI CITY,  
Philippines.

Notary Public **RODOLFO M. MONFORT**  
Until 31 December 2025  
PTR No. Appointment No. M-032 (2024-2025)  
Issued at PTR No. 10466008 Jan. 2, 2025/Makati City  
Issued on BP No. 306870 Dec. 27, 2024  
TIN: MCLE NO.VII-0027570 Roll No. 27933  
101 Urban Ave. Campos Ruada Bldg.  
Brgy. Pio Del Pilar, Makati City

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