



CONTRACT AGREEMENT

for

PURCHASE/INSTALLATION OF PAPI SYSTEM AT SAN JOSE AIRPORT

MAR 03 2025

THIS AGREEMENT, made this ____ 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 **EVERCON BUILDERS AND EQUIPMENT CORPORATION** with office address at Rajah Matanda St., Unit 3A, Barangay 7, Tondo, City of Manila (hereinafter called the "Contractor").

WHEREAS, CAAP awarded to the Contractor the project entitled **Purchase/Installation of PAPI System at San Jose Airport** (hereinafter called the "Works") and CAAP has accepted the Single Calculated Responsive Bid (SCRB) of the above-mentioned Works for **TWENTY-FIVE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FOUR PESOS & 80/100 ONLY (PHP25,288,894.80)** 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 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 Ten (210) 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, provided the slippage is solely attributable to the Contractor's own fault. Slippage will not apply if the causes are attributable to force majeure and/or fortuitous events which are beyond control of the Contractor".

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:
Evercon Builders and Equipment Corporation

By:

By:


CAPTAIN MANUEL ANTONIO L. TAMAYO
Director General


MARIO ONG
President

WITNESSES


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


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 **Purchase/Installation of PAPI System at San Jose Airport** 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

MARIO ONG

President
Evercon Builders and Equipment Corporation
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 19 MAR 2025
Day of _____, 20__, in the City/Municipality of MAKATI CITY,
Philippines.

ATTY. GERVASIO B. ORTIZ JR.
Notary Public
PTR No. 03587546 MAKATI CITY JAN. 2, 2025
Until December 31, 2025
Appointment number M-039 (2023-DEC 31, 2025)
PTR No. IBP NO. 05729 LIFE TIME
Issued at: MAKATI CITY ROLL NO. 40091
Issued on: _____
TIN: _____

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