

Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

Contract Agreement

For

IMPROVEMENT/EXPANSION OF PASSENGER TERMINAL BUILDING AT BASCO AIRPORT

WHEREAS, CAAP awarded to the *Contractor* the project entitled Improvement/Expansion of Passenger Terminal Building at Basco Airport (hereinafter called the (*"Works"*) and CAAP has accepted the Single Calculated Responsive Bid (SCRB) of the above-mentioned *Works* for NINETEEN MILLION THREE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED EIGHTY-SEVEN PESOS & 57/100 ONLY (PHP19,335,487.57) by the *Contractor* for the execution and completion of such *Works* and the remedying of any defects herein.

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 General and Special Conditions of Contract referred to under item (2) 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) Drawing 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 provision of IRR-A of R.A. 9184, if any;
- (k) Notice of Award of Contract and winning bidder's "Conforme" thereto; and
- (I) 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



OSCAR⁶. DEMETILLO, JR

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- 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 the 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 One Hundred Eighty (180) 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 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 BY:

J.F. GABOTERO, INC.

BY:

OUIRINØ CRISANTO F. GABOTERO President

LTGEN **EL ROSARIO AFP (RET)** Director/General

WITNESSES

LT COL VALEN **NO A DIONELA PAF** (RET) ADG II, ADMS

OSCAR B. DEMETILLO, JR. Chief, Procurement Division

KEVIN D. ALMERIDO Chief, Accounting Division

> 2 of 3 CA No. 1-2025-026 Infra Basco AP

ACKNOWLEDGEMENT

DEMETILLO, JR. OSCARB.

KEVIN D. ALMERIDO

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

BEFORE ME, a Notary Public for and all in the City/Municipality of 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 **Improvement/Expansion of Passenger Terminal Building at Basco Airport** and they acknowledged that the same is true and voluntary act and deed on behalf of the **PARTIES** they represent.

LTGEN RAUL L DEL ROSARIO AFP (RET)

Director General Civil Aviation Authority of the Philippines

Government I.D. I.D. No. Issued on/at

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President J.F. Gabotero, Inc. Government I.D. I.D. No. Issued on/at

: TIN NUMBER : 301-362-609-000 : 02/24/2016 / BIR

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 <u>QUEZON CITY</u> Day of <u>JUL 10 2025</u>, 20____, in the City/Municipality of ______ Philippines.

LMORES UNITURIES Délémber 206 PTR NOP7R1N097-D 01-02-2025 / O.C. IBP No. 472850 / 10-23-24 Issued at No. 28435 / 10-23-2024 / Q.C.

MCLE NSSUGER OR 08500 / 05-07-2024 Add.: 423 Boni Serrano Road, Barangay San Rou Ng: Murphy, Quezon City

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Doc. No. – Page No. –	37	
Book No.	XU1-C	
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