

CONTRACT AGREEMENT

For the

**Supply And Delivery Of Furniture, Various Appliances & Miscellaneous Wares, And Window Blinds For The Furnishing Of Offices At Bicol International Airport
For Lot 2: Supply And Delivery Of Various Appliances & Miscellaneous Wares
(Negotiated Procurement)**

THIS AGREEMENT made the _____ day of APR 16 2021 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)** with office address at Legazpi Airport, Legazpi City [hereinafter called "the Entity"] and **EAST PACIFIC INDUSTRIAL TRADING** of Door 1, Velasco Bldg., Tahao Road, Vel-Amor Subdivision, Legazpi City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the **Supply and Delivery of Various Appliances & Miscellaneous Wares at Bicol International Airport (BIA)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Five Hundred Sixty Four Thousand Six Hundred Fifty Six Pesos & 68/100 (Php 2,564,656.68)** (hereinafter called "the Contract Price");

WHEREAS, the start date the of the contract shall be the date of receipt of the Notice to Proceed (NTP) and completion of the Supply And Delivery of goods is required within Sixty (60) calendar days;

WHEREAS, in case the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity, and once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, CAAP may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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 Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.

- iii. Performance Security;

- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

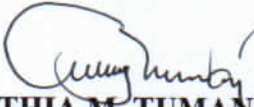
3. In consideration for the sum of **Two Million Five Hundred Sixty Four Thousand Six Hundred Fifty Six Pesos & 68/100 (Php 2,564,656.68)** or such other sums as may be ascertained, **EAST PACIFIC INDUSTRIAL TRADING** agrees to **supply and deliver those various appliances and miscellaneous wares at Bicol International Airport (BIA) and perform ancillary services** in accordance with his/her/its Bid.


4. The **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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, sealed, delivered by:

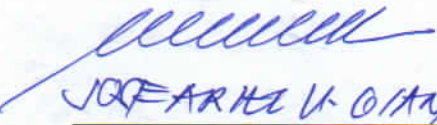
Signed, sealed, delivered by:


CYNTHIA M. TUMANUT
Area/Airport Manager
Area Center V, Legazpi Airport
CAAP, Legazpi City

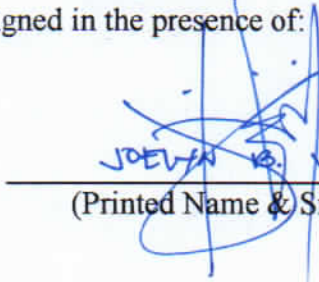

FRANCIS JUDE A. PAUSANOS
Manager
East Pacific Industrial Trading
Vel-amor Subd., Legazpi City

Signed in the presence of:

Signed in the presence of:


JOSE ARTE U. OMANAN

(Printed Name & Signature)


JOSEVEN B. VIGTA

(Printed Name & Signature)

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Legazpi City) s.s.

BEFORE ME, a Notary Public for and all in the City of Legazpi City, personally appeared before me the hereunder persons who are known to me and to me known to be the same persons who executed the foregoing CONTRACT and they acknowledged that the same is true and voluntary act and deed on behalf of the parties they represent.

CYNTHIA M. TUMANUT
Area/Airport Manager
CAAP, Area Center V


ID No. : CAAP ARTA I.D. No. 001
Valid Until : December 31, 2021
Issued At : Legazpi City

FRANCIS JUDE A. PAUSANOS
Manager
East Pacific Industrial Trading

ID No. : PHILHEALTH ID No. 10-075111502-2
Valid Until : _____
Issued At : PHILHEALTH LEGAZPI CITY

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 APR 16 2021 day of _____ in the City of Legazpi City, Philippines.


EVA BERONICA COYENA-BAILEY
Commission Serial No. NP-2011-05
Notary Public for Legazpi City
Until December 31, 2022
Roll of Attorney No. 40232
PTR No. 8901578:1/04/21. Legazpi City
Rms. 203 & 208 Los Baños Bldg,
Peñaranda ST. Legazpi City

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