

Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

between

Contract Agreement

for

SUPPLY AND DELIVERY OF G5 MEDICAL GRADE LITHIUM ION BATTERY

JUL 17 2024 THIS AGREEMENT entered this CIVIL AVIATION AUTHORITY OF THE PHILIPPINES with office address at Old MIA Road corner Ningy Aguino Avenue, Pasay City 1300 created under Republic Act 9497 hereinafter called "CAAP" and represented herein by CAPTAIN THOMAS TANNHAUSER A. FORTUN in his capacity as ADG II, AFS/ Acting HEA of the one part;

BEEMAX CONSUMER GOODS TRADING, a single proprietorship organized and existing by virtue of law and with office address at 273 Purok 6, Brgy. Bunga, Tanza, Cavite hereinafter called "the Supplier" and represented herein by MAXIMINO P. PORCIONCULA in his/her capacity as Authorized Representative of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the Supply and Delivery of G5 Medical Grade Lithium ION Battery and has accepted the Quotation by the Supplier for the supply of those goods in the sum of SIXTY-FIGHT THOUSAND PESOS ONLY (Php68,000.00) hereinafter called "the Contract Price".

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 Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (2.1) Annual Procurement Plan CY 2024
 - (2.2) CBA (C.O) No. 24-03-332 dated 06 March 2024
 - (2.3) Notice of Meeting and Minutes of Meeting of Pre-Procurement (CCC) dated 27 March 2024
 - (2.4) Formal Quotation and other attachments from the Supplier
 - (2.5) Abstract of Quotation / CCC Checklist dated 17 May 2024
 - (2.6) Evaluation Report dated 22 May 2024
 - (2.7) CCC Resolution No. 2024-025 dated 23 May 2024
- 3. In consideration of the payments to be made by the Entity to the Supplier as herein mentioned, the Supplier hereby covenants with the Entity to provide the goods and services within One (1) Month from receipt of the Notice for Compliance and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The CAAP covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Agreement.

ATTY. JOHN BEAU B. MASIGLAT

5. In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (0.001) for unperformed portion for everyday of delay. Once the cumulative number of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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

BEEMAX CONSUMER GOODS TRADING

BY

BY:

CAPTAIN THOMAS TANNHAUSER A. FORTUN ADG II, APS/Acting HEA MAXIMINO P. PORCIONCULA Authorized Representative

WITNESSES

ATTY. JOHN BEAU B. MASIGLAT
Officer-In-Charge, Procurement Division

ROLLYT. BAYABAN, M.D. Chief, OFSAM

ACKNOWLEDGEMENT

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		JUL 1 9 2024
EFORE ME, a Notary Public for and in,	Y OF MANILA	this
ay ofappeared the fo	llowing person presenti	ing to me their
espective identifications, to wit:	01	
Name	Competent Evidence of identity	Date and Place of issue
CAPTAIN THOMAS TANNHAUSER A. FORTUN	Driver's License No.	2032/12/30
Civil Aviation Authority of the Philippines	N02-85-001397	Bacoor, Cavite
MAXIMINO P. PORCIONCULA	Driver's License No.	Cavite City
Beemax Gonsumer Goods Trading	Nr D06-15-008438	
	r-2024-043 and consistir	ng of three (3) page
ncluding this page where the acknowledgement neir instrumental witnesses thereof.		-
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neir instrumental witnesses thereof.	nt is written, duly signed	Dublic Person
neir instrumental witnesses thereof.	nt is written, duly signed a place above written.	Pulpic Parties ar
neir instrumental witnesses thereof.	nt is written, duly signed I place above written. Notary	Pulpic Page
neir instrumental witnesses thereof.	nt is written, duly signed de la place above written. Notary Unit 31 Decem	Pulpic A Pasis
neir instrumental witnesses thereof.	nt is written, duly signed d place above written. Notary បក់ច្បាំនូវ Decem PTR No:	Pulpic Paris
neir instrumental witnesses thereof.	t is written, duly signed d place above written. Notary បក់ថ្ងា 31 Decem PTR No:	Public A Pasig
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neir instrumental witnesses thereof. VITNESS MY HAND AND SEAL, on the date and one of	unt is written, duly signed of place above written. Notary Until 31 Decem PTR No: Issued at: Issued on:	Public A Pasig
neir instrumental witnesses thereof. VITNESS MY HAND AND SEAL, on the date and	unt is written, duly signed of place above written. Notary Until 31 Decem PTR No: Issued at: Issued on:	Public A Pasig