



Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

between

Contract Agreement

for

SUPPLY AND DELIVERY OF REFRIGERATOR FOR CORSEC AND CCS AT H.O.

JUN 19 2024 THIS AGREEMENT entered this CIVIL AVIATION AUTHORITY OF THE PHILIPPINES with office address at Old MIA Road corner Ninoy Aquino 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 No. 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 Refrigerator for CORSEC and CCS at H.O. and has accepted the Quotation by the Supplier for the supply of those goods in the sum of THIRTY-SIX THOUSAND PESOS ONLY (Php36,000.00) 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 (MOOE) No. 24-03-376 dated 20 March 2024
 - (2.3) Notice of Meeting and Minutes of Meeting of Pre-Procurement (CCC) dated 08 April 2024
 - (2.4) Formal Quotation and other attachments from the Supplier
 - (2.5) Abstract of Quotation / CCC Checklist dated 10 May 2024
 - (2.6) Evaluation Report dated 13 May 2024
 - (2.7) CCC Resolution No. 2024-021 dated 13 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 Thirty (30) Calendar Days 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.

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, AFS/ Acting HE/

MAXIMINO P. PORCIONCULA Authorized Representative

WITNESSES

ATTY: JOHN BEAD & MASIGLAT
Officer-in-Charge, Progurement Division

SALVACION N. SANTI

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)		
CITY OF) S.EY OF MANILA		
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BEFORE ME, a Notary Public for and in,	OC MANUA	this 2 0 2024
day ofappeared the foil	owing person present	ing to me their
respective identifications, to wit:	0,	•
Name	Competent Evidence	Date and Place of
	of Identity	[ssue
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.	
Beemax Consumer Goods Trading	Nr D06-15-008438	
This instrument refers to the Contract ent CORSEC and CCS office at H.O. with Reference No. (3) pages including this page where the acknow parties and their instrumental witnesses thereof.	.A. No. G-2024-037 and	d consisting of three
WITNESS MY HAND AND SEAL, on the date and place above written.		
Doc. No. 262	Notary Pu? Notary Notary Pu? Notary	Public, 2024 Pasig 12/21/2024 Pasig 12/2024, Mla ber 20
Page No.		
Book No.		
Series of:		