



Contract Agreement
for



SUPPLY OF LABOR AND MATERIALS FOR THE REPLACEMENT OF BROKEN
TEMPERED GLASS AT CNS-ATM CENTER

JUN 05 2024

THIS AGREEMENT entered this _____ between
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 of labor and materials for the replacement of broken tempered glass at
CNS-ATM Center* and has accepted the Quotation by the Supplier for the supply of those goods
in the sum of ONE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED PESOS
ONLY (Php139,800.00) 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) Purchase Request No. 2024-038 dated 30 January 2024 / CBA (MOOE) No. 24-02-
184 dated 13 February 2024
- (2.3) Notice of Meeting and Minutes of Meeting of Pre-Procurement (CCC) dated 19 April
2024
- (2.4) Formal Quotation and other attachments from the Supplier
- (2.5) Abstract of Quotation / CCC Checklist dated 24 April 2024
- (2.6) Evaluation Report dated 26 April 2024
- (2.7) CCC Resolution No. 2024-016 dated 29 April 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.

ATTY. JOHANNES J. R. MASIGLAT

MELISA C. REYES

MAXIMINO P. PORCIONCULA

CAPTAIN THOMAS TANNHAUSER A. FORTUN

SIGNED:

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

BEEMAX CONSUMER GOODS TRADING

BY:

BY:

CAPTAIN THOMAS TANNHAUSER A. FORTUN
ADG II, AFS/ Acting HEA

MAXIMINO P. PORCIONCULA
Authorized Representative

WITNESSES

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

MELINA C. REYES
Division Chief III, FMD

ACKNOWLEDGEMENT

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

JUN 10 2024

BEFORE ME, a Notary Public for and in, CITY OF MANILA this day of appeared the following person presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date and Place of Issue
CAPTAIN THOMAS TANNHAUSER A. FORTUN Civil Aviation Authority of the Philippines	Driver's License No. N02-85-001397	2032/12/30 Bacoor, Cavite
MAXIMINO P. PORCIONCULA Beemax Consumer Goods Trading	Driver's License No. Nr D06-15-008438	

Known to me known to be the same persons who executed and voluntarily signed the foregoing Contract which they acknowledge before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the Contract entitled *Supply of labor and materials for the replacement of broken tempered glass at CNS-ATM Center with Reference No. C.A. No. G-2024-028* and consisting of two (2) pages including this page where the acknowledgement is written, duly signed by the parties and their instrumental witnesses thereof.

WITNESS MY HAND AND SEAL, on the date and place above written.

ATTY. JAMES V. AGUIAS
Notary Public MIA 2024-07-1 until 12/31/2025
Roll# 81379 MIA 509047 - 1/4/2024 Pasig
MCLE 8 Until 31 December 2024 - 1/4/2024, MIA
TIN# 00000000000000000000000000000000
ST. Agustin St., Samp. St. MIA.
Issued on: _____
TIN No: _____

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Book No. 04
Series of: 24

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF TANZA, CAVITE) S.S.

AFFIDAVIT

I, **MAXIMINO P. PORCIONCULA** of legal age, married, Filipino, and residing at 273 Purok 6, Brgy., Bunga, Tanza, Cavite, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor of **BEEMAX CONSUMER GOODS TRADING**, with office address at 273 Purok 6, Brgy., Bunga, Tanza, Cavite;
2. As the owner and sole proprietor, of **BEEMAX CONSUMER GOODS TRADING**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the "Supply of labor and materials for the replacement of broken tempered glass at CNS-ATM Center" of the Civil Aviation Authority of the Philippines (CAAP);
3. **BEEMAX CONSUMER GOODS TRADING**, is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **BEEMAX CONSUMER GOODS TRADING**, is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. **BEEMAX CONSUMER GOODS TRADING**, complies with existing labor laws and standards; and
8. **BEEMAX CONSUMER GOODS TRADING**, is aware of and has undertaken the following responsibilities as a Bidder:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or secure Supplemental/Bid Bulletin(s) issued for the project.
9. **BEEMAX CONSUMER GOODS TRADING**, did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this APR 22 2024 day of APR 22 2024, 2024 at _____, Philippines.

[Signature]
MAXIMINO P. PORCIONCULA
Authorized Signatory

SUBSCRIBED AND SWORN to before me this APR 22 2024 day of APR 22 2024 2024 at _____, Philippines Affiant, is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/ Driver License Nr D06-15-008438.

APR 22 2024
Witness my hand and seal this _____ day of _____ 2024.

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Notary Public

[Signature]
ATTY. CESAR G. GONZALES, JR.
NOTARY PUBLIC
APPT NO. TAND-021-23
UNTIL DECEMBER 31, 2024
PTR NO. CAV 7143430 B, JAN. 02, 2024
ROLL OF ATTORNEYS NO. 58978
ISP LIFETIME NO. 012897 (06-28-2014)
MCLE NO. VII-0008863 (02-11-2022)
PROVINCE OF CAVITE