



Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

Contract Agreement

for

PREVENTIVE MAINTENANCE SERVICE AND CALIBRATION OF TREADMILL MACHINE

OSCAPA, DEMETILLO, JR.

THIS AGREEMENT entered this

SEP 16 2024

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;

MEDEV MEDICAL DEVICES CORPORATION, a corporation organized and existing by virtue of law and with office address at 39 Saudi Arabia, Betterliving Brgy. Don Bosco, Paranaque City hereinafter called "the Supplier" and represented herein by **BEVERELY JOY**G. LUMBERA in her capacity as Authorized Representative of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the *Preventive maintenance service and calibration of Treadmill Machine* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **ONE HUNDRED THOUSAND PESOS ONLY (Php100,000.00.)** 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. 24-07-833 dated 03 July 2024
 - (2.3) Pre-Procurement (CCC) dated 17 July 2024
 - (2.4) Formal Quotation and other attachments from the Supplier
 - (2.5) Abstract of Quotation / CCC Checklist dated 07 August 2024
 - (2.6) Evaluation Report dated 12 August 2024
 - (2.7) CCC Resolution No. 2024-058 dated 12 August 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) Year 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*.

BEVERELY JOY G. LUMBE

19 Me MININI THOMAS TANNHAUSER A. FORTUN

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

MEDEV MEDICAL DEVICES CORPORATION

BY:

BY

CAPTAIN THOMAS TANNHAUSER A. FORTUN

ADG II, AFS/ Acting HEA

Authorized Representative

WITNESSES

OSCAR B. DEMETILLO, JR. Chief Administrative Officer

Procurement Division

ROLLYT. BAYABAN, M.D.

Chief OFSAM

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in, PAR	AÑAQUE CITY	this 8 SEP 2024
day of appeared the fo	ollowing person present	ing to me their
respective identifications, to wit:		
Name Compatent Suidence Date and Blazza 5		
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
BEVERELY JOY G. LUMBERA Medev Medical Devices Corporation	Driver's License No. N26-17-033531	
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