



Contract Agreement
for

SUPPLY AND DELIVERY OF MATERIALS AND ACCESSORIES FOR THE WATERPROOFING
OF THE ROOF DECK OF MANILA AIR TRAFFIC CONTROL TOWER CABROOM

THIS AGREEMENT entered this SEP 11 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;

BEEMAX CONSUMER GOODS TRADING, a corporation 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 materials and accessories for the waterproofing of
the roof deck of Manila Air Traffic Control Tower Cabroom* and has accepted the Quotation
by the Supplier for the supply of those goods in the sum of **ONE HUNDRED FIFTY-SIX
THOUSAND FIVE HUNDRED SEVENTY-FIVE PESOS ONLY (Php156,575.00)** 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. 24-04-483 dated 17 April 2024
- (2.3) Pre-Procurement (CCC) dated 26 July 2024
- (2.4) BAC Resolution No. 2024-0212-80 dated 07 June 2024
- (2.5) Formal Quotation and other attachments from the Supplier
- (2.6) Abstract of Quotation / CCC Checklist dated 07 August 2024
- (2.7) Evaluation Report dated 14 August 2024
- (2.8) CCC Resolution No. 2024-060 dated 14 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 **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

OSCAR B. DEMETILLO, JR.

ENGR. GARY M. JADIE

MAXIMINO P. PORCIONCULA

CAPTAIN THOMAS TANNHAUSER A. FORTUN

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**

BY:


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

**BEEMAX CONSUMER GOODS
TRADING**

BY:


MAXIMINO P. PORCIONCULA
Authorized Representative

WITNESSES


OSCAR B. DEMETILLO, JR.
Chief Administrative Officer
Procurement Division


ENGR. GARY M. JADIE
Acting Chief, ANS

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S.S. SAINT LOUIS

SEP 20 2024

BEFORE ME, a Notary Public for and in, SAINT LOUIS 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 and delivery of materials and accessories for the waterproofing of the roof deck of Manila Air Traffic Control Tower Cabroom* with Reference No. C.A. No. G-2024-106 and consisting of three (3) 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.

Notary Public

Until 31 December 20 _____
PTR No: _____
Issued at: _____
Issued on: _____
TIN No: _____

ATTY. JANUAR CANARIAS
Notary Public Mla# 2024-001 Until 12/31/2025
Roll# 81379 PTR# 1926269 - 1/4/2024 Pasig
MCLE 8th Com 01329 PTR# 1926269 - 1/4/2024, Mla
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