



# Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

## Contract Agreement

for

## SUPPLY AND DELIVERY OF CONSUMABLES FOR THE REPAIR AND MAINTENANCE OF AIR CONDITIONING UNITS AT ANS NCR FACILITIES

**MANARA MARKETING,** a single proprietorship organized and existing by virtue of law and with office address at No. 15 Aster St., Greenpark Village, San Isidro, Cainta, Rizal hereinafter called "the Supplier" and represented herein by **ASTER F. FORTEZA** in her capacity as General Manager of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the *Supply and delivery of consumables for the repair and maintenance of Air Conditioning Units at ANS NCR Facilities* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **ONE HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED SIXTY-FOUR PESOS ONLY (Php181,964.00)** 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. 24-05-0689 dated 30 May 2024
  - (2.3) Pre-Procurement (CCC) dated 14 June 2024
  - (2.4) Formal Quotation and other attachments from the Supplier
  - (2.5) Abstract of Quotation / CCC Checklist dated 05 July 2024
  - (2.6) Evaluation Report dated 08 August 2024
  - (2.7) CCC Resolution No. 2024-055 dated 08 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

(Agrer F. FORTEZA

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

MANARA MARKETING

BY:

BY:

CAPTAIN THOMAS TANNHAUSER A. FORTUN

ADG II, AFS/ Acting HEA

General Manager

WITNESSES

OSCAR B. DEMETILLO, JR.

Chief, Procurement Division

ENGR. GARY M. JADIE Acting Chief, ANS

### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES ) CITY OF MANILA		
day of 0 3 0 0 7 2024 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
ASTER F. FORTEZA Manara Marketing	an ID NO. 33-3637422-9	
This instrument refers to the Contract e the repair and maintenance of Air Conditioning Ur. No. G-2024-110 and consisting of three (3 acknowledgement is written, duly signed by thereof.  WITNESS MY HAND AND SEAL, on the date an	nits at ANS NCR Facilities w  B) pages including this ne parties and their inst	ith <i>Reference No. C.A.</i> s page where the
Doc. No.  Page No.  Book No.	Notary Public for City of Manil Notarial Commission of 2nd Flow notified Ployetce of IBP No. 329700 Ja PFR. No. 1535522 - Roll No. 63731 MCLE No. VII Issued on: TIN No:	a-Until Dec 31, 2024 Vo. 2023-091
Series of: 717		