



## **Contract Agreement**

for

## SUPPLY AND DELIVERY OF TWO (2) SETS PRESSURE WATER TANK AT CAAP CENTRAL OFFICE

THIS AGREEMENT entered this OCT 09 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 single proprietorship organized and existing by virtue of law and with office address at 273 Purok 6, Bunga, Tanza, Cavite hereinafter called "the Supplier" and represented herein by **MAXIMINO P. PORCIONCULA** in his capacity as Manager of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the *Supply and delivery of two (2) sets Pressure Water Tank at CAAP Central Office* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of FORTY-SIX THOUSAND PESOS ONLY (Php46,000.00) 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. 24-08-1033 dated 13 August 2024
  - (2.3) Pre-Procurement (CCC) dated 30 August 2024
  - (2.4) Formal Quotation and other attachments from the Supplier
  - (2.5) Abstract of Quotation / CCC Checklist dated 11 September 2024
  - (2.6) Evaluation Report dated 16 September 2024
  - (2.7) CCC Resolution No. 2024-068 dated 17 September 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 onetenth (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:

ADG II, AFS/ Acting HEA

Manager

WITNESSES

OSCAR B. DEMETILLO, JR.

Chief, Procurement Division

## **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )		
CITY OF ) S.S.		
Office and the second of the s	OF MATTER	OCT 1 & 2020
BEFORE ME, a Notary Public for and in,	of Pariso	this
day of appeared the fol	lowing person present	ing to me their
respective identifications, to wit:		
Name	Competent Evidence of Identity	Date and Place of Issue
CAPTAIN THOMAS TANNHAUSER A. FORTUN	Driver's License No. N02-85-001397	2032/12/30 Bacoor, Cavite
Civil Aviation Authority of the Philippines  MAXIMINO P. PORCIONCULA	102-03-001397	Bacooi, Cavite
Beemax Consumer Goods Trading		
This instrument refers to the Contract ended and with full authority to sign in that can be also be as a signed by the parties and their instrumental with the contract of the consisting of three (3) pages including this page we signed by the parties and their instrumental with	entitled Supply and de th Reference No. C.A. where the acknowledge esses thereof.	livery of two (2) sets No. G-2024-131 and
WITNESS MY HAND AND SEAL, on the date and	place above written.	
	Notary Public	
	Until 31 Decem	nber 20
	PTR No:	
	Issued at:	
	Issued on:	

Doc. No.

Page No.

Book No.

Series of:

Issued at:

Issued on:

TIN No:

ATTY. JANUAR CAYORIAS

Notary Public Main 2024-047 and 12/31/2025

Rollin \$1375 1-26 300327 - 1/4/2024 Pasig

MCLE 8th Com 0.825 PTRN 1526269 - 1/4/2024, MIJTINN 156 372 996 / attycanari@gmail.com .

978 Adelin St., Smp. M. Mia.