



Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

Contract Agreement

for

SUPPLY AND DELIVERY OF TWO (2) PIECES MERCOTEC 230 ROTARAY JOINT TO BACOLOD AIRPORT

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) pieces Mercotec 230 Rotary Joint to Bacolod Airport* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of THIRTY-NINE THOUSAND PESOS ONLY (Php39,000.00) 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. 24-06-743 dated 11 June 2024
 - (2.3) Pre-Procurement (CCC) dated 18 September 2024
 - (2.4) BAC Resolution No. 2024-0212-128 dated 05 August 2024
 - (2.5) Formal Quotation and other attachments from the Supplier
 - (2.6) Abstract of Quotation / CCC Checklist dated 27 September 2024
 - (2.7) Evaluation Report dated 01 October 2024
 - (2.8) CCC Resolution No. 2024-076 dated 01 October 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 **Sixty (60) 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.

MAXIMINO P. PORCIONCULA

TAIN THOMAS TAINMHAUSER A. FORTUN

- 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.

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

Manager

WITNESSES

OSCAR B. DEMETILLO, JR.

Chief, Progurement Division

ENGR. GARY M. JADIE

Acting Chief, Air Navigation Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) CITY OF MANILA		
(III OF) 5.5.		
BEFORE ME, a Notary Public for and in,	ITY OF MANILA	NOV 2 0 2024
day ofappeared the	following 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.	2032/12/30
Civil Aviation Authority of the Philippines	N02-85-001397	Bacoor, Cavite
MAXIMINO P. PORCIONCULA		
Beemax Consumer Goods Trading		
Known to me known to be the same per	sons who executed and v	oluntarily signed the
foregoing Contract which they acknowledge b	efore me as their own fr	ee and voluntary act
and deed and with full authority to sign in that		
, ,		
This instrument refers to the Contract	entitled Supply and deliv	very of two (2) pieces
Mercotec 230 Rotary Joint to Bacolod Airport		
consisting of three (3) pages including this page		
signed by the parties and their instrumental w		
2.0		
WITNESS MY HAND AND SEAL, on the date an	nd place above written.	
	Notary Public	
	Until 31 December 20 ———	
	PTR No:	
	Issued at:	
	TIN No:	
Doc. No. 217		
Page No.		
Book No.	ATTY. JANUAR CAS	ARIAS
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