



**PROCUREMENT OF MATERIALS TO REPAIR THE MISD DATA CENTER AIR CONDITIONING UNIT**

**THIS AGREEMENT** entered this **NOV 26 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 of the one part:

**BEEMAX CONSUMER GOODS TRADING**, a sole proprietorship 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 capacity as Authorized Representative of the other part.

**WHEREAS, CAAP** requested quotation for certain good and ancillary services, particularly the **Procurement of materials to repair the MISD Data Center Air Conditioning Unit** and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **THIRTY-EIGHT THOUSAND TWO HUNDRED FIFTY PESOS ONLY (Php38,250.00)** 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. 24-08-1016 dated 09 August 2024
- (2.3) Pre-Procurement (CCC) dated 27 September 2024
- (2.4) Formal Quotation and other attachments from the Supplier
- (2.5) Abstract of Quotation / CCC Checklist dated 09 October 2024
- (2.6) Evaluation Report dated 30 October 2024
- (2.7) CCC Resolution No. 2024-101 dated 30 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 **Fifteen (15) 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 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

**BEEMAX CONSUMER GOODS  
TRADING**

**BY:**

  
**MAXIMINO P. PORCIONCULA**  
Authorized Representative

**WITNESSES**

  
**OSCAR B. DEMETILLO, JR.**  
Chief, Procurement Division

  
**JOSE DENNIS S. AREVALO**  
Officer-In-Charge, MISD

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )

CITY OF ~~CITY OF MANILA~~

NOV 29 2024

BEFORE ME, a Notary Public for and in, CITY OF MANILA 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		

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 *Procurements of materials to repair the MISD Data Center Air Conditioning Unit with Reference No. C.A. No. G-2024-172* 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: \_\_\_\_\_

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Page No. 16  
Book No. 14  
Series of: 24

ATTY. JANUAR CANARIAS  
Notary Public for and in the City of Manila  
Roll No. \_\_\_\_\_  
MCLE No. \_\_\_\_\_  
TIN No. \_\_\_\_\_  
Office: \_\_\_\_\_  
Pasig  
2024, Manila  
Notary