



**Contract Agreement
for**

REPAIR OF CHILLER 3 SYSTEM 2 AT MANILA CNS/ATM FACILITY

THIS AGREEMENT entered this NOV 15 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;

COOL WORLD AIRCONDITIONING AND CONSTRUCTION, INC., a corporation organized and existing by virtue of law and with office address at B47 - L10 Diamond St., Landayan, San Pedro, Laguna hereinafter called "the Supplier" and represented herein by **ENGR. DENNY BI A. SADIAN** in his capacity as Authorized Representative of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the **Repair of Chiller 3 System 2 at Manila CNS/ATM Facility** and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **ONE HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (Php155,000.00)** 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. 24-09-1127 dated 09 September 2024
- (2.3) Pre-Procurement (CCC) dated 18 September 2024
- (2.4) Formal Quotation and other attachments from the Supplier
- (2.5) Abstract of Quotation / CCC Checklist dated 27 September 2024
- (2.6) Evaluation Report dated 02 October 2024
- (2.7) CCC Resolution No. 2024-078 dated 02 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 **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.

OSCAR B. DEMETILLO, JR.

ENGR. GARY M. JADIEE

ENGR. DENNY BI A. SADIAN

CAPTAIN THOMAS TANNHAUSER 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**

BY:


CAPTAIN THOMAS TANNHAUSER A. FORTUN
ADG II, AFS

**COOL WORLD AIRCONDITIONING
AND CONSTRUCTION INC.**

BY:


ENGR. DENNY BI A. SADIAN
Authorized Representative

WITNESSES


OSCAR B. DEMETILLO, JR.
Chief, Procurement Division


ENGR. GARY M. JADIE
Acting Chief, Air Navigation Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S.S. MANDALUYONG CITY

BEFORE ME, a Notary Public for and in, MANDALUYONG CITY this NOV 25 2024
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
ENGR. DENNY BI A. SADIAN Cool World Airconditioning & Construction Inc.	PRC ID No. 0111750	06/22/2022 - 10/14/2025

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 *Repair of Chiller 3 System 2 at Manila
CNS/ATM Facility with Reference No. C.A. No. S-2024-154* 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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Book No. 38
Series of: 2024

JOVEN B. REVILLANO
NOTARY PUBLIC FOR CITY OF MANDALUYONG
COMMISSION NO. 0285-23 UNTIL DECEMBER 31, 2024
IBP LIFETIME NO. 011302; 12-28-12; RIZAL
ROLL NO. 53970
PTR NO. 5420812; 1-3-24; MANDALUYONG
MCLE COMPLIANCE NO. VII 0010250 14 APRIL 2025
UG03 CITYLAND SHAW TOWER,
SHAW BLVD. MANDALUYONG CITY