



# Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

### **Contract Agreement**

#### SUPPLY AND DELIVERY OF 4D BATTERIES FOR DEGS AT NCR FACILITIES

NOV 25 2024

between

THIS AGREEMENT entered this 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 ATTY. DANJUN G. LUCAS in his capacity as Deputy

Director General for Administration of the one part;

TRADE VENTURE INTERNATIONAL CORPORATION, a corporation organized and existing by virtue of law and with office address at Block 362 Lot 2 Betterlife Subdivision, Tanzang Luma III, Imus City, Cavite hereinafter called "the Supplier" and represented herein by MARVIN C. MAGBUHOS in his capacity as Authorized Representative of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the Supply and delivery of 4D Batteries for DEGS at NCR Facilities and has accepted the Quotation by the Supplier for the supply of those goods in the sum of TWO HUNDRED SIXTY-THREE THOUSAND PESOS ONLY (Php263,000.00) 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. 24-09-1173 dated 17 September 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 11 October 2024
  - (2.7) CCC Resolution No. 2024-088 dated 16 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.







- 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:

BY:

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

TRADE VENTURE INTERNATIONAL CORPORATION

BY:

ATTY DANJUN G. LUCAS

Deputy Director General for Administration

MARVIN C. MAGBUHOS

Authorized Representative

WITNESSES

OSCAR B. DEMETILLO, JR. Chief, Procurement Division

ENGR. GARY M. JADIE Acting Chief, ANS

## **ACKNOWLEDGEMENT**

REPUBLIC O	) S.S. SHISTIFF CATAL		
BEFORE ME,	, a Notary Public for and in,	All tra erom to	this <b>0 2</b> DEC 2024
day of	appeared th	ne following person presenti	ing to me their
respective id	dentifications, to wit:		
	Name	Competent Evidence of Identity	Date and Place of Issue
ATTY, DANJ	UN G. LUCAS		
Civil Aviatio	n Authority of the Philippines		
MARVIN C.	MAGBUHOS	Driver's License No.	2026/08/22
Trade Vent	ure International Corporation	Do5-91-011995	
DEGS at NCR including thi	instrument refers to the Contra Facilities with Reference No. C.A. is page where the acknowledge nental witnesses thereof.	No. G-2024-163 and consisti	ng of three (3) pages
WITNESS M	Y HAND AND SEAL, on the date	e and place above written.	
	Notary Public		/ Public
	ATTUCKBLADE CONTROLL OF THE CO		
		For Province of Cavite and PTR MSSMC CART 01/04/2	its Cities, Philippines
		IBP No. 401795; 01/05/201 Roll of Citherly No. 32184	24: Pasig City
		MCLE No.: VII-0027426: (	03/20/23: Pasig City
Das No	290	Civic Caller Compound, Ag Palico IV, Imus, Cavite 410	guinaldo Highway, 3 PHILIPPINES
Doc. No. – Page No. –	800	Commission No.: 00300-2	2
Book No	33 (		
Series of:	2024		