





# Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

### Contract Agreement for

#### SUPPLY AND DELIVERY OF AVIATION HEADSETS FOR TURBOPROP TYPE AIRCRAFT

THIS AGREEMENT entered this	DEC 27 2024	between
CIVIL AVIATION AUTHORITY OF THE PH	ILIPPINES with office address	at Old MIA Road
corner Ninoy Aquino Avenue, Pasay City 13	300 created under Republic Act	9497 hereinafter
called "CAAP" and represented herein by C	APTAIN THOMAS TANNHAUSE	ER A. FORTUN in
nis capacity as ADG II, AFS of the one part;		

**SERVO AEROTRADE SERVICES, INC.,** a corporation organized and existing by virtue of law and with office address at Unit 405 CTP Alpha Tower, Block 2 Lot 7, Investment Drive, Madrigal Business Park, Ayala Alabang, Muntinlupa City 1780 hereinafter called "the Supplier" and represented herein by **RAMON MARTIN P. LIMGENCO** 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 Aviation Headsets for Turboprop Type Aircraft* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **ONE HUNDRED SEVENTY-NINE THOUSAND PESOS ONLY (Php179,000.00)** 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. 24-09-1211 dated 24 September 2024
  - (2.3) Pre-Procurement (CCC) dated 18 October 2024
  - (2.4) Opening of Quotation dated 27 November 2024
  - (2.5) Formal Quotation and other attachments from the Supplier
  - (2.6) Abstract of Quotation / CCC Checklist dated 27 November 2024
  - (2.7) Evaluation Report dated 04 December 2024
  - (2.8) CCC Resolution No. 2024-116 dated 05 December 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:

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

SERVO AEROTRADE SERVICES, INC.

BY:

BY:

CAPTAIN THOMAS TANNHAUSER A. FORTUN

ADG II, AFS

RAMON MARTIN P. LYMGENCO Authorized Representative

WITNESSES

OSCAR B. DEMETILLO, JR. Chief, Procurement Division

CAPTAIN ROBERTO ANDRES A.

MORICO Chief, FICG

## **ACKNOWLEDGEMENT**