



**Contract Agreement
for**

SUPPLY AND DELIVERY OF DOCUMENT CAMERA FOR PROCUREMENT DIVISION

THIS AGREEMENT entered this **AUG 12 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/ Acting HEA of the one part;

THE BRAIN COMPUTER CORPORATION, a corporation organized and existing by virtue of law and with office address at TBCC Bldg. No. 150 F. Blumentritt St., Brgy. Batis, San Juan City hereinafter called "the Supplier" and represented herein by **ROSANA R. SANTOS** in his/her capacity as Authorized Representative of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the **Supply and Delivery of Document Camera for Procurement Division** and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **TWENTY-THREE THOUSAND PESOS ONLY (Php23,000.00)** 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 (C.O) No. 24-03-366 dated 19 March 2024
 - (2.3) Notice of Meeting and Minutes of Meeting of Pre-Procurement (CCC) dated 19 April 2024
 - (2.4) Formal Quotation and other attachments from the Supplier
 - (2.5) Abstract of Quotation / CCC Checklist dated 10 May 2024
 - (2.6) Evaluation Report dated 22 May 2024
 - (2.7) CCC Resolution No. 2024-026 dated 23 May 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**

BY:


CAPTAIN THOMAS TANNHAUSER A. FORTUN
ADG II, AFS/ Acting HEA

**THE BRAIN COMPUTER
CORPORATION**

BY:


ROSANA R. SANTOS
Authorized Representative

WITNESSES


ATTY. JOHN BEAU B. MASIGLAT
Officer-In-Charge, Procurement Division


SALVACION N. SANTIAGO
Procurement Officer B

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in, QUEZON CITY this _____
day of AUG 16 2024 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 |
| ROSANA R. SANTOS The Brain Computer Corporation | UMID NO. CRN-0033-4988754-1 | |

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 *Supply and Delivery of Document Camera
for Procurement Division* with Reference No. C.A. No. G-2024-044 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.

Doc. No. 1261
Page No. 251
Book No. XXX
Series of: 2024

Notary Public

Until 31 December 20 _____
PTR No: _____
Issued at: _____
Issued on: _____
TIN No: _____

ELISEO S. CALMA JR.
NOTARY PUBLIC
ROLL NO. 50183
PTR NO. 2454359-D JAN. 03, 2024
IBP NO. 141058, JAN. 04, 2023
MCLE COMP. NO. VI-0012817 UNTIL DEC. 31, 2024
EAST FAIRVIEW, QUEZON CITY
ADM MATTER NO. NP-067
UNTIL DECEMBER 31, 2024