



Contract Agreement  
for



**SUPPLY AND DELIVERY OF PROJECTORS FOR VARIOUS OFFICES AT CAAP HEAD OFFICE**

**JUN 20 2024**

**THIS AGREEMENT** entered this \_\_\_\_\_ 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 **ATTY. DANJUN G. LUCAS** in his capacity as Deputy Director General for Administration of the one part:

**THE BRAIN COMPUTER CORPORATION**., a corporation organized and existing by virtue of law and with office address at 150 F. Blumentritt, Brgy. Batis, San Juan City hereinafter called "the Supplier" and represented herein by **JANICE L. BAUTISTA** 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 Projectors for various offices at CAAP Head Office* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **TWO HUNDRED SEVENTY THOUSAND PESOS ONLY (Php270,000.00)** 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) Purchase Request No. 2024-110 dated 24 February 2024 / CBA (MOOE) No. 24-03-334 dated 07 March 2024
- (2.3) Notice of Meeting and Minutes of Meeting of Pre-Procurement (CCC) dated 13 March 2024
- (2.4) Formal Quotation and other attachments from the Supplier
- (2.5) Abstract of Quotation / CCC Checklist dated 08 April 2024
- (2.6) Evaluation Report dated 24 April 2024
- (2.7) CCC Resolution No. 2024-012 dated 24 April 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

THE BRAIN COMPUTER CORPORATION.

BY:

BY:

  
ATTY. DANJUN G. LUCAS  
Deputy Director General for Administration

  
JANICE L. BAUTISTA  
Authorized Representative

WITNESSES

  
ATTY. JOHN BEAUB. MASIGLAT  
Officer-In-Charge, Procurement Division

  
SALVACION N. SANTIAGO  
Procurement Officer B

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF ) S.S. SAN JUAN CITY

BEFORE ME, a Notary Public for and in, SAN JUAN CITY this JUN 27 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
ATTY. DANJUN G. LUCAS Civil Aviation Authority of the Philippines	CAAP ID No. 9530	Pasay City
JANICE L. BAUTISTA The Brain Computer Corporation	Passport No. P1978770B	June 17, 2019 DFA Manila

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 Projectors of various offices at CAAP Head Office with Reference No. C.A. No. G-2024-023* and consisting of two (2) 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: \_\_\_\_\_

Doc. No. 21  
Page No. 44  
Book No. CXXIV  
Series of: 1024

2  
C.A. No. G-2024-023

ATTY. PEDRO SANTOS JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2025  
PTR NO. 123 San Juan City 01/09/2025  
IBP NO. 297286, Pasig City 01/09/2024 ROLL NO. 6364  
APP. NO. 6, MCLE CERT. OF EXEMPTION VII-NP 003178  
143 F. BLUMENTRITT ST., SAN JUAN CITY  
METRO MANILA PHILIPPINES

SECRETARY'S CERTIFICATE

I, Ruby C. To, of legal age, Filipino, Corporate Secretary of The Brain Computer Corporation, a corporation duly organized and existing under the laws of the Philippines with office address at #150 F. Blumentritt Street, Brgy. Batis, San Juan City M.M. Philippines, after being duly sworn in accordance with law hereby depose and state that:

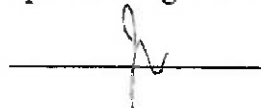
During the special meeting of the Board of Directors held on April 5, 2024 during which a quorum existed the following resolution was discussed and unanimously approved:

"RESOLVED, as it is hereby resolved, that in order to facilitate the bidding application for SUPPLY AND DELIVERY OF PROJECTORS FOR VARIOUS OFFICES AT CAAP HEAD OFFICE for the CIVIL AVIATION AUTHORITY OF THE PHILIPPINES with PHILGEPS REFERENCE NO: 10715867 and SOLICITATION NO: RFQ C24-013-03

"RESOLVED FURTHER, that IANICE L. BAUTISTA be as the duly appointed Account Executive of the corporation is hereby authorized and empowered, for and behalf of the corporation and whose specimen signature appears herein below, to furnish, sign execute agreements and other pertinent documents in favor of The Brain Computer Corporation, exclusively for this bidding.

Specimen Signature

JANICE L. BAUTISTA - Account Executive



RESOLVED AS IT IS HEREBY RESOLVED that such authority granted to IANICE L. BAUTISTA shall remain to be valid and subsisting until expressly revoked by the Board of Directors.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_ day of APR 05 2024 City of MANDALUYONG



Ruby C. To  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this APR 05 2024 affiant exhibiting to me her Competent Evidence of Identity consisting of Social Security System ID No. 03-9084340-1.

Doc. No.: 350  
Page No.: 71  
Book No.: 11



ATTY. AL WHILAN A. BALJON  
Notary Public for Mandaluyong City  
Lino-Antonio, 70 General Kalantong Street  
Barangay Pag-asa, Mandaluyong City  
Application No. 0581-23 (2023-2024)  
Attorney's Roll No. 36389  
PTR No. 542/142/01-02-2024/Mandaluyong City  
Lifetime I&P No. 1502 Rizal  
MCLE Compliance No. VII-0028873/04-14-2023