



Republic of the Philippines IVIL AVIATION AUTHORITY OF THE PHILIPPINES

between

Contract Agreement

for

SUPPLY AND DELIVERY OF ONE HUNDRED FIFTY (150) FLIGHT PLAN FORM PADS FOR ATS FACILITIES/OPERATION USE

SEP 11 2024 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 CAPTAIN THOMAS TANNHAUSER A. FORTUN in his capacity as ADG II, AFS/ Acting HEA of the one part;

ES PRINT MEDIA INC., a corporation organized and existing by virtue of law and with office address at 2305 Marconi St., corner Morse St., Barangay San Isidro, Makati City hereinafter called "the Supplier" and represented herein by ROSELLE JOY T. ARTIAGA in 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 One Hundred Fifty (150) Flight Plan Form Pads for ATS Facilities/Operations use and has accepted the Quotation by the Supplier for the supply of those goods in the sum of THIRTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-THREE PESOS & 50/100 ONLY (Php38,743.50) 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. 24-02-198 dated 13 February 2024
 - (2.3) Pre-Procurement (CCC) dated 06 March 2024
 - (2.4) BAC Resolution No. 2024-0212-36 dated 05 April 2024
 - (2.5) Formal Quotation and other attachments from the Supplier
 - (2.6) Abstract of Quotation / CCC Checklist dated 26 June 2024
 - (2.7) Evaluation Report dated 19 July 2024
 - (2.8) CCC Resolution No. 2024-046 dated 19 July 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) Working 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 onetenth (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**

ES PRINT MEDIA INC.

BY:

BY:

CAPTAIN THOMAS TANNHAUSER A. FORTUN

ADG II, AFS/ Acting HEA

Authorized Representative

WITNESSES

OSCAR B. DEMETILLO, JR. Chief Administrative Officer

Procurement Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) CITY OF) S.S. QUEZON CITY		
REFORE ME Alotary Public for and in.	QUEZON CLEV	this
day of Public for and in, appeared the f	ollowing person presenti	ing to me their
respective identifications, to wit:		
Name	Competent Evidence of Identity	Date and Place of Issue
CAPTAIN THOMAS TANNHAUSER A. FORTUN	Driver's License No.	2032/12/30
Civil Aviation Authority of the Philippines	N02-85-001397	Bacoor, Cavite
ROSELLE JOY T. ARTIAGA	M. NIVIO-	
ES Print Media Inc.	CROILE 6149841-1	
	and who everyted and y	voluntarily signed the
Known to me known to be the same per		
foregoing Contract which they acknowledge be		ee and voluntary act
and deed and with full authority to sign in that	capacity.	
This instrument refers to the Contract en (150) Flight Plan Form Pads for ATS Facilities/Ope 078 and consisting of three (3) pages including written, duly signed by the parties and their instruments with the parties and their instruments.	rations use with Reference ng this page where the strumental witnesses the	e No. C.A. No. G-2024- acknowledgement is
	Notary Public	
	Until 31 December 20 ———	
	PTR No:	
	Issued at:	
	Issued on:	
	TIN No:	
Dan No. Yol		
Doc. No. 90		/
Page No.	ATTY, FELIZARIJOM, IBARRA	
Series of: Dom	Notary Public for Quezon City Until Dec. 31, 2024 Roll No. 80835 PTR No. 5452394D, 01/02/2024, Q.C. IBP No. 254794, December 28, 2022 MCLE Comp. No. VIII-0000973 / until April 14, 2025 ADM Matter No. NP-223 / (2023-2024) Lot 27 Block VI, No. 1160 Quirino Highway Bray, Kaligayahan, Comp.	