



**ANNUAL SUBSCRIPTION OF AUTOCAD PROGRAM FOR AIS OPERATIONS**

**THIS AGREEMENT** entered this NOV 22 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 of the one part:

**CIM TECHNOLOGIES, INC.**, a corporation organized and existing by virtue of law and with office address at Rm. 706 SEDCCO Bldg. 120 Rada cor. Legaspi St., Legaspi Village, Makati City hereinafter called "the Supplier" and represented herein by **MARISOL F. RIO** in her capacity as Authorized Representative of the other part.

**WHEREAS, CAAP** requested quotation for certain good and ancillary services, particularly the *Annual subscription of AutoCAD Program for AIS Operations* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **EIGHTY-TWO THOUSAND PESOS ONLY (Php82,000.00)** 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. 24-05-688 dated 29 May 2024
- (2.3) Pre-Procurement (CCC) dated 18 September 2024
- (2.4) Formal Quotation and other attachments from the Supplier
- (2.5) Abstract of Quotation / CCC Checklist dated 18 October 2024
- (2.6) Evaluation Report dated 28 October 2024
- (2.7) CCC Resolution No. 2024-097 dated 29 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 **Forty-Five (45) 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

**CIM TECHNOLOGIES, INC.**

**BY:**

  
**MARISOL F. RIO**  
Authorized Representative

**WITNESSES**

  
**OSCAR B. DEMETILLO, JR.**  
Chief, Procurement Division

  
**JESSEELYN P. HEJE**  
Acting Department Manager, AIS

# ACKNOWLEDGEMENT

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

NOV 27 2024

CITY OF MANILA

BEFORE ME, a Notary Public for and in, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 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
MARISOL F. RIO CIM Technologies, Inc.		

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 *Annual subscription of AutoCAD Program for AIS Operations* with Reference No. C.A. No. G-2024-171 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.

Notary Public

Until 31 December 20\_\_\_\_\_

PTR No: \_\_\_\_\_

Issued at: \_\_\_\_\_

Issued on: \_\_\_\_\_

TIN No: \_\_\_\_\_

Doc. No. 193  
Page No. 40  
Book No. Xxxii  
Series of: xxx

ATTY. JOHN EDWARD TRINIDAD ANG  
Notary Public for City of Manila-Unit Dec. 31, 2024  
Notarial Commission No. 2023-091  
2<sup>nd</sup> Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila.  
I.R.P. NO. 393541-Jan. 3, 2024  
PTR. NO. 1575527 - Jan. 3, 2024 at Manila  
ROLL No. 65731/MCLE Compliance No. VII-0011575-04/14/2025