



Contract Agreement
For
SUPPLY AND DELIVERY OF SPARE PARTS FOR INDRA DVOR/DME FOR MANILA CNS FACILITY

THIS AGREEMENT entered this NOV 29 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 MANUEL ANTONIO L. TAMAYO** in his capacity as Director General of the one part:

INDRA PHILIPPINES, INC., a corporation organized and existing by virtue of law and with office address at 11-12th Floors, Tower 1 Rockwell Business Center, Ortigas Avenue, Pasig City hereinafter called "the Supplier" and represented herein by **RYAN EARL N. SO** 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 spare parts for Indra DVOR/DME for Manila CNS Facility** and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **TWO MILLION FOUR HUNDRED THOUSAND PESOS ONLY (Php2,400,000.00)** 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) CBA (MOOE) No. 24-04-478 dated 16 April 2024
- (2.2) Minutes of Meeting dated 10 June 2024 (Change/Determination of Mode)
- (2.3) Notice for Direct Contracting and Request for Quotation dated 30 July 2024
- (2.4) Minutes of Meeting of Opening of Bids and Eligibility Checklist dated 16 August 2024
- (2.5) Eligibility Requirements/ Technical Requirements
- (2.6) BAC TWG (Bravo) Bid Evaluation Report dated 30 August 2024
- (2.7) BAC Resolution No. 2024-0910-164 (Bravo) dated 13 September 2024
- (2.8) Notice of Award dated 20 September 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 **Twelve to Fourteen (12 to 14) months** from receipt of this contract 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 MANUEL ANTONIO L. TAMAYO
Director General

INDRA PHILIPPINES, INC.

BY:

RYAN EARL N. SO
Authorized Representative

WITNESSES

OSCAR B. DEMETILLO, JR.
Chief, Procurement Division

ENGR. GARY M. JADIE
Acting Chief, ANS

ACKNOWLEDGEMENT

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

QUEZON CITY

DEC 09 2024

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 MANUEL ANTONIO L. TAMAYO Civil Aviation Authority of the Philippines | CAAP ID No. 0001 | Pasay City |
| RYAN EARL N. SO Indra Philippines, Inc. | PASSPORT NO. PG188695B | MANILA, PHILIPPINES |

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 spare parts for Indra DVOR/DME for Manila CNS Facility* with Reference No. C.A. No. G-2024-146 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: _____

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Page No. 26
Book No. 79
Series of: 2024

ATTY. CONCEPCION T. VALARENA
Notary Public for Quezon City
Until December 31, 2024
PTR No. 5565783 / January 03, 2024 Q.C.
IBP No. 399899 / January 04, 2024 Q.C.
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-021 (2024-2025)
TIN NO. 131-942-754
Matalino Corner Malakas ST., Brgy. Central
District IV, Diliman Quezon City