



# Republic of the Philippines CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

### **Contract Agreement**

For

## PROCUREMENT OF SPARE PARTS FOR VSAT COMMUNICATIONS SYSTEM UNDER THE CNS/ATM

**WE ARE I.T PHILS., INC.,** a corporation organized and existing by virtue of law and with office address at Unit 143, 14<sup>th</sup> Floor, The Columbia Tower, Ortigas Avenue, Mandaluyong City hereinafter called "the Supplier" and represented herein by **CAMILLE B. LAZARO** 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 VSAT Communications System under the CNS/ATM* and has accepted the Quotation by the Supplier for the supply of those goods in the sum of FOURTEEN MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED SEVENTY-THREE PESOS & 92/100 ONLY (Php14,762,473.92) 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. 24-07-809 dated 02 July 2024
  - (2.2) Minutes of Meeting dated 14 August 2024 (Direct Contracting)
  - (2.3) Request for Quotation dated 19 August 2024
  - (2.4) Notice of Postponements dated 02 & 03 September 2024
  - (2.5) Opening of Bids, Minutes of Meeting and Bidding Checklist dated 04 September 2024
  - (2.6) Eligibility Requirements
  - (2.7) BAC TWG (Bravo) Bid Evaluation Report dated 06 September 2024
  - (2.8) BAC Resolution No. 2024-0910-165 (Bravo) dated 16 September 2024
  - (2.9) Notice of Award dated 30 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 **One Hundred Eighty (180) Calendar Days** from receipt of this contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.

ENGR. GARY

OSCAR B. DEMETILLO, JR.

AMPLIE B. LAZ

CAPTAIN MANUEL ANTONIO L. TANAYO

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:

WE ARE I.T PHILS., INC.

BY:

CAPTAIN MANUEL ANTONIO L. TAMAYO

Director General

CAMILLE B. LAZARO

**Authorized Representative** 

WITNESSES

OSCAR B. DEMETILLO, JR. Chief, Procurement Division

Acting Chief, ANS

### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in,	HTY OF MANIL	this DEC 2 7 2024,
day of appeared the fo	llowing person prese	enting to me their
respective identifications, to wit:		
Name	Competent Evidence of Identity	Date and Place of Issue
CAPTAIN MANUEL ANTONIO L. TAMAYO	CAAP ID No.	Pasay City
Civil Aviation Authority of the Philippines	0001	
CAMILLE B. LAZARO		
We are I.T Phils., Inc.		
Known to me known to be the same pers foregoing Contract which they acknowledge be	fore me as their own	
and deed and with full authority to sign in that of	apacity.	
This is a transport of the state of		
This instrument refers to the Contract	entitled Procurement	
Communications System under CNS/ATM with Refe	erence No. C.A. No. G-2	2024-167 and consisting
of three (3) pages including this page where the	erence No. C.A. No. G-2 acknowledgement is	2024-167 and consisting
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