



Contract Agreement
For

PURCHASE OF ADMS VARIOUS PHOTOCOPYING MACHINE TONERS

THIS AGREEMENT entered this **DEC 23 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 **ATTY. DANJUN G. LUCAS** in his capacity as Deputy Director General for Administration of the one part:

PHILCOPY CORPORATION, a corporation organized and existing by virtue of law and with office address at 793 J.P Rizal Avenue, Makati City hereinafter called "the Supplier" and represented herein by **MARIA JESUSITA P. SANTOS** in her capacity as Authorized Representative of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the **Purchase of ADMS various Photocopying Machine Toners** and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED SIXTY PESOS ONLY (Php277,560.00)** 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. 24-05-676 dated 25 May 2024
- (2.2) Minutes of Meeting (Change of Mode of Procurement)
BAC Resolution No. 2024-0212-150 dated 22 July 2024
- (2.3) Notice for Direct Contracting and Request for Quotation No. 24-09-021 dated 09 September 2024
- (2.4) Opening of Bids dated 18 September 2024
- (2.5) BAC TWG (Bravo) Bid Evaluation Report dated 20 September 2024
- (2.6) BAC Resolution No. 2024-0910-189 (Bravo) dated 02 October 2024
- (2.7) Notice of Award dated 21 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 **Thirty (30) calendar days** 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:


ATTY. DANJUN G. LUCAS
Deputy Director General for Administration

PHILCOPY CORPORATION

BY:


MARIA JESUSITA P. SANTOS
Authorized Representative

WITNESSES


OSCAR B. DEMETILLO, JR.
Chief, Procurement Division


**LT COL VALENTINO A DIONELA, PAF
(RET.)**
ADG II, ADMS

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in, MAKATI CITY this DEC 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 | | |
| MARIA JESUSITA P. SANTOS Philcopy Corporation | SSS ID NO. 03-8329691-3 | MAKATI CITY |

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 *Purchase of ADMS various Photocopying Machine Toners* with *Reference No. C.A. No. G-2024-169* 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.

ATTY. JOEL FERRER FLORIS
Notary Public for Makati City
Notary Public
Appointment No. M-115 (2023-2024)
Roll of Attorney No. 77376
Until 31 December 2024
MOLE Compliance
Vill No. 0001393
Jan. 3, 2023 until Apr. 12, 2028
PTIN No. 10073945/ Jan. 2, 2024/ Makati City
IBP No. 330740/ Jan. 2, 2024/ Pasig City
Issued at 1107 Bataan St., Guadalupe Nuevo, Makati City
Issued on: _____
TIN No: _____

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