



Contract Agreement  
for

SUPPLY AND DELIVERY OF PRINTERS FOR ATS FACILITIES AND OFFICES USE

THIS AGREEMENT entered this DEC 27 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;

**BUSINESS MACHINES CORPORATION**, a corporation organized and existing by  
virtue of law and with office address at Carson Bldg., 1888 Orense St., Guadalupe Nuevo,  
Makati City hereinafter called "the Supplier" and represented herein by **MYLENE L. PALALAY**  
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 Printers for ATS Facilities and Offices use** and has  
accepted the Quotation by the Supplier for the supply of those goods in the sum of **TWO  
HUNDRED THIRTY-FIVE THOUSAND PESOS ONLY (Php235,000.00)** 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. 24-09-1118 dated 06 September 2024
- (2.3) Pre-Procurement (CCC) dated 02 October 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 26 November 2024
- (2.7) CCC Resolution No. 2024-107 dated 26 November 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 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**

**BUSINESS MACHINES  
CORPORATION**

**BY:**

**BY:**

  
**CAPTAIN THOMAS TANNHAUSER A. FORTUN**  
ADG II, AFS

  
**MYLENE L. PALALAY**  
Authorized Representative

**WITNESSES**

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

  
**MARLENE I. SINGSON**  
ADG II, Air Traffic Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF ) S.S. \_\_\_\_\_

BEFORE ME, a Notary Public for and in, JAN 21 2025 this MAKATI CITY  
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
MYLENE L. PALALAY Business Machines Corporation	TIN ID 29549-310-000	July 30, 20210/ Lucena 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 *Supply and delivery Printers for ATS Facilities and Offices use with Reference No. C.A. No. G-2024-191* 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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Series of: 2025

MARCELO G. REMPILLO, JR.  
Notary Public

Until December 31, 2026  
PTR No. 10482289 - 1/14/2025 / Makati City  
IBP No. 585694 - 1/13/2025 / Makati City  
Roll No. 38677  
MCLE Compliance No. VII - 0019048 - 04/14/2025  
3rd Floor, O'Mets Building, 5004 P. Burgos Street,  
Poblacion, 1210 Makati City  
Appointment No. M- 076 Makati City