



Contract Agreement
For

ANNUAL EUROPEAN AERONAUTICAL INFORMATION SERVICE DATABASE (EAD) PRO
ADDITIONAL LICENSE

THIS AGREEMENT entered this FEB 03 2025 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:

AIRNAV TECHNOLOGY SERVICES INC., a corporation organized and existing by virtue of law and with office address at Gustillo St., Brgy. Burgos-Mabini-Plaza, La Paz, Iloilo City hereinafter called "the Supplier" and represented herein by **MARLO ARTURO GA** in his capacity as Managing Director of the other part.

WHEREAS, CAAP requested quotation for certain good and ancillary services, particularly the **Annual European Aeronautical Information Service Database (EAD) Pro Additional License** and has accepted the Quotation by the Supplier for the supply of those goods in the sum of **TEN MILLION ONE HUNDRED THOUSAND PESOS ONLY (Php10,100,000.00)** 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. 24-03-328 dated 05 March 2024
- (2.2) BAC Resolution No. 2024-0910-243 (Bravo) dated 04 December 2024
(Change/Determination of Mode)
- (2.3) Notice of Direct Contracting and RFQ dated 10 December 2024
- (2.4) Opening of Bids dated 18 December 2024
- (2.5) Eligibility Requirements
- (2.6) BAC TWG (Bravo) Bid Evaluation Report dated 23 December 2024
- (2.7) BAC Resolution No. 2024-0910-285 (Bravo) dated 26 December 2024
- (2.8) Notice of Award dated 27 December 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:


CAPTAIN MANUEL ANTONIO L. TAMAYO
Director General

AIRNAV TECHNOLOGY SERVICES INC.

BY:


MARLO ARTURO GA
Managing Director

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

BEFORE ME, a Notary Public for and in, CITY OF MANILA this FEB 12 2025
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
MARLO ARTURO GA Airnav Technology Services 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 European Aeronautical Information Service Database (EAD) Pro Additional License* with Reference No. C.A. No. G-2024-238 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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Book No. af
Series of: 25

ATTY. JANUAR CANARIAS
Notary Public Mla.# 2024-041 Until 12/31/2025
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MCLE 8th Com.# 61829 PTR# 2087987-1/2/2025 Mla.
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