



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT

SUPPLY, DELIVERY AND INSTALLATION OF 2 SETS INTERACTIVE FLAT PANEL FOR VIDEO CONFERENCING AT ADMIN CONFERENCE ROOM AND CLUSTER AREA 2 MANAGER OFFICE OF ILOILO INTERNATIONAL AIRPORT

Contract ID No. CILO 2022-005

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this _____ at Iloilo, Philippines

by and between:

The Government Republic of the Philippines, through the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**, Iloilo International Airport represented herein by MR. EFREN N. NAGRAMA, in his capacity as Civil Aviation Area Manager, Area Center VI, duly authorized for this purpose, with office address at Iloilo International Airport, Brgy. Gaub, Cabatuan, Iloilo, hereinafter referred to as the "PROCURING ENTITY";

-and-

WEBCODE I.T. SOLUTIONS, a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at Blk. 8 Lot 10 Neliaville Subdivision, Cabayugan, Brgy. Sasa, Buhangin District, Davao City represented by ISIDRO C. PADPAD, **Proprietor/General Manager**, hereinafter referred to as the "CONTRACTOR"

WITNESSETH:

WHEREAS, in accordance with the advertisement of the PROCURING ENTITY published/posted in accordance with the Revised Implementing Rules and Regulations of RA 9184, the CONTRACTOR & other contractors/bidders submitted bids to the **SUPPLY, DELIVERY AND INSTALLATION OF 2 SETS INTERACTIVE FLAT PANEL FOR VIDEO CONFERENCING AT ADMIN CONFERENCE ROOM AND CLUSTER AREA 2 MANAGER OFFICE OF ILOILO INTERNATIONAL AIRPORT**, in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project, by the recommendation of the Bids and Awards Committee (BAC) and stated on the approved Project Procurement Management Plan for 2022, which was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive Bidding;

WHEREAS, after the opening of bids on May 2, 2022, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

WHEREAS, under Resolution No. CILO 2022-005-02 dated May 11, 2022, the BAC recommends the award to the **WEBCODE I.T. SOLUTIONS** as the winning Bidder in the amount of **NINE HUNDRED SIXTY TWO THOUSAND ONE HUNDRED THIRTY SIX PESOS & 33/100 (P962,136.33)**.

✓

NOW, THEREFORE, for and in consideration of the foregoing premises, and covenants hereinafter set forth, the parties hereto have agreed as follows:

1. That PROCURING ENTITY and CONTRACTOR shall abide by the provisions and specifications stated on the following documents, which shall be included in this Contract:
 - a. Invitation to Bid or Request For Quotation, if any;
 - b. Drawing/Plans
 - c. Specifications
 - d. Eligibility Requirements:
 - d.1. Registration Certificate from SEC, DTI for Sole proprietorship, CDA for cooperatives
 - d.2. Mayor's Permit/Business Permit
 - d.3. Statement of all On-going & Completed Government & Private Contracts
 - d.4. Latest Audited Financial Statements Stamped Received by BIR
 - d.5. Annual Income Tax Return
 - d.6. Omnibus Sworn Statement in accordance with Section 25.2 (b.) (iv) of the Revised IRR of R.A. 9184
 - e. Bid Bulletin, if any;
 - f. Notice of Award of Contract and Contractor's "Conforme" thereto;
 - g. Purchase Order or Notice to Proceed, whichever is applicable;
 - h. Other contract documents that may be required by existing laws and / or the agency concerned.

2. The PROCURING ENTITY and the CONTRACTOR hereby agrees that the SCOPE OF WORK shall be the **SUPPLY, DELIVERY AND INSTALLATION OF 2 SETS INTERACTIVE FLAT PANEL FOR VIDEO CONFERENCING AT ADMIN CONFERENCE ROOM AND CLUSTER AREA 2 MANAGER OFFICE OF ILOILO INTERNATIONAL AIRPORT**;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **NINE HUNDRED SIXTY TWO THOUSAND ONE HUNDRED THIRTY SIX PESOS & 33/100 (₱962,136.33)** in Philippine Currency. However, the CONTRACTOR may opt to collect at least fifty (50%) percent of the fee provided that they have accomplished at least fifty (50%) percent of the project per evaluation and satisfaction of the PROCURING ENTITY based on CAAP Memorandum Circular 21-18 series of 2018;

4. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the WORKS and remedy any defects therein in conformity with the provision of this CONTRACT AGREEMENT in all respects;

5. That the CONTRACTOR will fully & faithfully furnish all required materials and labor and will complete the said contract for the **SUPPLY, DELIVERY AND INSTALLATION OF 2 SETS INTERACTIVE FLAT PANEL FOR VIDEO CONFERENCING AT ADMIN CONFERENCE ROOM AND CLUSTER AREA 2 MANAGER OFFICE OF ILOILO INTERNATIONAL AIRPORT** and hereby agrees to complete the Contract within **NINETY (90) CALENDAR DAYS** which shall commence on the date received by the Contractor of the Purchase Order or seven (7) days after upon the receipt of Notice to Proceed, whichever is applicable;

6. The CONTRACTOR shall, at its proper cost and expense, fully and faithfully perform all works enumerated below:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BID OFFERED	
				BIDDERS PRICES OFFERED	BRAND
1.0	1	set	65" Interactive Flat Panel	114,255.39	HORION
			(See attached specification)		
				-	
2.0	1	set	86" Interactive Flat Panel	197,128.64	HORION
			(See attached specification)		
				-	
			Accessories (see attached specifications)		
				-	
3.0	5	pcs	Wireless mirroring USB dongle	44,940.45	HORION
4.0	2	pcs	Smart pen	10,663.84	HORION
5.0	2	pcs	Camera	38,085.14	HORION
6.0	6	pcs	Microphone	146,246.88	HORION
7.0	2	unit	OPS I5 slot in Windows PC	206,573.74	HORION
8.0	2	unit	UPS 600 VA	9,140.44	SECURE
9.0	2	units	Automatic Voltage Regulator (AVR); 1000W	10,802.32	AKARI
			Mobile Stands		
			Mobile Stand / TV		

Handwritten mark

Title: SUPPLY DELIVERY AND INSTALLATION
OF 2 SET INTERACTIVE FLAT PANEL FOR
VIDEO CONFERENCING AT ADMIN CONFERENCE
ROOM AND CLUSTER AREA 2 MANAGER
OFFICE OF ILOILO INTERNATIONAL AIRPORT

Contract ID No: CILO 2022-005

			Stand Carts/Trolley for 86" LCD LED Plasma	35,952.36	
12.0	1	lot	Installation cost	125,496.05	WITS
			SPECIFICATIONS		
			Interactive Flat Panel 65"		
			Screen Type : Light Emitting Diode (LED) LG Panel		
			Infrared (IR) Sensing Technology		
			20 Touch Points, 1mm touch detection response		
			Native Resolution - 3840 x 2160		
			Brightness 350cd/m2		
			Response Time: 8ms		
			Aspect Ratio: 16:9		
			Contrast Ratio: 1200:1		
			Built in Speaker: 12W x 2		
			HDMI in - x1		
			HDMI out - x1		
			VGA in - x1		
			Universal Serial Bus (USB) Port x 4		
			Dual Wifi		
			Lifespan: more than		



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			Built in Android OS (Version 8.0)		
			CPU: ARM A73 +A53, 1.5 GHz, Quadcore, Mali-G51		
			RAM: 3GB, 32GB		
			Included:		
			x1 HT-2 USB wireless mirroring dongle		
			x1 HP-2 Smart Pen		
			x2 Magnetic Pen		
			x1 Wall mount bracket		
			Interactive Flat Panel 86"		
			Screen Type : Light Emitting Diode (LED) LG Panel		
			Infrared (IR) Sensing Technology		
			20 Touch Points, 1mm touch detection response		
			Native Resolution - 3840 x 2160		
			Brightness 400cd/m2		
			Response Time: 8ms		
			Aspect Ratio: 16:9		
			Contrast Ratio: 1200:1		
			Built in Speaker: 12W x 2		
			HDMI in - x1		
			HDMI out - x1		

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			Dual Wifi		
			Lifespan: more than 30000 hours		
			Power Requirements: 100-240W		
			Built in Android OS (Version 8.0)		
			CPU: ARM A73 +A53, 1.5 GHz, Quadcore, Mali-G51		
			RAM: 3GB, 32GB		
			Wireless mirroring USB dongle		
			System Requirement: Window 7/8/8.1/10, Android 5.0 and above, iOS 9.0 and above,		
			Mac OS10.8 and above		
			Transmission delay < 150ms, Typical value: 120ms		
			Power Consumption: DC 5V/500mA		
			Frequency: 5GHz/2.4GHz		
			RAM: 3G DDR4; ROM: 32 GB Standard;		
			Wireless Transmission Protocol: 802.11 a/ac/b/g/n		
			Connection Interface: USB 2.0/3.0		
			Working Band: 5G (2.4G compatible)		
			Resolution: Maximum 1080P		
			Frame Rate: Maximum 30fps		

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			75mm x 17.9mm		
			Smart Pen		
			Wirele Technology: 2.4GHz, Open remote control distance of 15 meters		
			USB Interface: USB 3.0/2.0/1.1		
			Power Supply and Voltage: 200mAh Lithium Battery, 3.7- 4.2V		
			System Requirements: Windows 8/7/Vista/2000/XP, Mac		
			OS10.0 , Android 4.0 and above		
			Android/Linux/Mac OS only support flying mouse and		
			Page UP and down Function		
			Product Size: 153.8mm x 17.3mm x 15.2mm		
			Camera		
			8.5mp camera 4K		
			x2 zoom		
			110 degree viewing angle		
			1 year warranty		
			Microphone		
			Bluetooth version 4.1		
			4 microphone array, 360 coverage		

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			Up to 10 hours battery life		
			OPS Slot in Windows PC		
			Mother board: H110 x 3		
			System: Preloaded licensed Windows 10 Pro		
			Application: OPS-C Products; White Board: Large-size		
			Screen, AD Player		
			BIOS: AMI UEFI		
			CPU: Intel Core TMI i7 7700 3.60GHz		
			CPU support up to 65W		
			Chipset: Intel HD Graphics (Depends on User's CPU)		
			Memory: 1 x 8GB SO-DIMM DDR4-2133 RAM		
			Storage: 1 x 2.5" HDD 256GB		
			LAN: 1 x RTL8111 x Gigabit LAN		
			55" Mount Floor Display Stand Cart/Trolley		
			High Quality Carbon Steel		
			Adjustable Height		
			Max weight: 14kg		
			55" Mount Floor Display Stand Cart/Trolley		
			High Quality Carbon		

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			Max weight: 14kg		
			TOTAL	<u>₱962,136.33</u>	

The CONTRACTOR shall furnish all the equipment, material and labor necessary for the aforementioned project to be completed in accordance with the provisions of the Revised IRR of RA 9184 and other related documents which are hereby made and incorporated in this contract;

7. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws, the other relevant and applicable provisions of the Labor Code of the Philippines included herein the submission of the names and profile of their manpower assigned to perform the task for credibility check to implement the project and to secure safety in the airport grounds;

8. No extension of time shall be granted to the CONTRACTOR due to ordinary unfavorable weather condition, non-availability of materials or equipment to be furnished or used by it, labor problems and such causes for which the PROCURING ENTITY is not directly responsible, or when time-affected activities do not fall within the critical path of the network. Extension of time shall be granted only for the equivalent period of delay due to major natural calamities such as earthquake, typhoon, and the likes, which will cause unworkable conditions as well as stoppage of work on orders of the PROCURING ENTITY;

9. The CONTRACTOR warrants that he has not given nor promised to give any money or gifts to any employee/official of the PROCURING ENTITY (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;

10. The CONTRACTOR shall not assign, transfer, pledge, sub-contract or make such any other dispositions of the Contract or any part or interest therein except upon written notice to and prior approval of the PROCURING ENTITY. The approval of the sub-contract shall not relieve the CONTRACTOR from any liability or obligation under this Contract Agreement;

11. As a Warranty, within the period of **ONE (1) YEAR** after the completion and final acceptance, the CONTRACTOR shall remain liable for any damages and defects discovered in the work due to faulty installation or the use of inferior materials. The PROCURING ENTITY shall retain the amount equivalent to one (1%) percent of the total project cost as Guarantee Bond or Warranty Deposit and shall be retained for the duration of its warranty.

The PROCURING ENTITY shall promptly notify the CONTRACTOR in writing of any claims arising under this warranty. Upon receipt of such notice, the CONTRACTOR shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the PROCURING ENTITY.

That any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction of the Contract Price or the consideration paid without prejudice to the filing of civil criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representatives.

The CONTRACTOR shall render the PROCURING ENTITY free and harmless from any and/or all claim(s) or action(s) which may now hereafter be filed by any third person by reason of the foregoing;

12. The provisions of R.A. 9184 and its Implementing Rules and Regulations Part A, as amended on liquidated damages which shall be payable by the CONTRACTOR in case of

13. The PROCURING ENTITY reserve the right to unilaterally rescind/terminate/ revoke this Contract even before its expiration whenever determined that the CONTRACTOR's accomplishment/performance is unsatisfactory, based on specifications and accomplishment report duly submitted/prepared by the PROCURING ENTITY's duly authorized representatives;

14. The parties hereby mutually agree that in case of court suit/litigation arising from this Contract, the same shall be filed with the court of appropriate jurisdiction within Iloilo City;

15. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on JUN 02 2022 at Province of Iloilo.

Government of the Republic of the Philippines

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

WEBCODE I.T. SOLUTIONS

(Procuring Entity)

(Contractor)

BY:

BY:

Signature of Efren N. Nagrama
EFREN N. NAGRAMA
Civil Aviation Area Manager
Area Center 6

Signature of Isidro C. Paddad
ISIDRO C. PADDAD
Proprietor/General Manager

WITNESSES:

Signature of Alex B. Gallana
Alex B. Gallana

Signature of Carlo Baltazar P. Canda
CARLO BALTABAR P. CANDA

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared EFREN N. NAGRAMA, Civil Aviation Area Manager, Area Center VI, representing the REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines), with GIID CAAP No. 3073 and ISIDRO C. PADPAD, WEBCODE I.T. SOLUTIONS, with Tax Identification Number (TIN) _____, known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and the acknowledged to me that the same is their true act and deed for and in behalf of the parties the represented.

This instrument consisting of eleven (11) pages, including this page, on which the acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this day of JUN 02, 2022 at DAVAO CITY.

Doc. No. 202 :
Page No. 42 :
Book No. XVIII :
Series of 2022.

KAREN CATE I. PINTO
Notary Public
Until December 31, 2021
Extended until June 30, 2022
SC Resolution dated 09/28/2021 in B.M. 3795
Roll of Attorney's No. 70440
Notarial Commission No. 2020-160-2021
PTR OR. No. 6385264-12/27/2021-Davao City
IBP OR. No. 190594-1/3/2022-Davao City
MCLE Compliance No. VI-0009775-06/07/2018
Davao City
Tel. No.: (082) 296-4114

Handwritten signature or initials in blue ink.