



Republic of the Philippines  
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

**CONTRACT AGREEMENT**

FOR THE PROJECT

**REPAIR AND MAINTENANCE OF BMS, CMS AND ACS AT ILOILO  
INTERNATIONAL AIRPORT**

Contract ID No. CILO 2023-015

**KNOW ALL MEN BY THESE PRESENTS;**

This Contract is made and entered into this NOV 21 2023 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 **ENGR. EUSEBIO F. MONSERATE JR.**, in his capacity as Acting 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-

**AZBIL PHILIPPINES CORPORATION** a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at 4<sup>th</sup> Floor, Republic Glass Bldg. 196 Legaspi St., Legaspi Village, Makati City, represented by **MICHAEL BURRO**, Authorized Representative as PARTY OF THE SECOND PARTY, hereinafter referred to as the "CONTRACTOR" Who has been duly authorized for its purpose;

**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 **REPAIR AND MAINTENANCE OF BMS, CMS AND ACS AT 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 Annual Procurement Plan for 2023, which was approved by the Head of the Procuring Entity, has been considered thru Public/Competitive Bidding;

**WHEREAS**, after the opening of bids on last **October 17, 2023**, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

**WHEREAS**, under Resolution No. **CILO 2023-015-02** dated **November 3, 2023**, the BAC recommends the award to the **AZBIL PHILIPPINES CORPORATION** as the winning

Bidder in the amount of **One Million One Hundred Seventy Thousand Four Hundred Pesos (P 1,170,400.00)**.

**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 (whichever is applicable):

- 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 **REPAIR AND MAINTENANCE OF BMS, CMS AND ACS AT ILOILO INTERNATIONAL AIRPORT**;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **One Million One Hundred Seventy Thousand Four Hundred Pesos (P 1,170,400.00)** 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;

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/or labor and will complete the said contract for the **REPAIR AND MAINTENANCE OF BMS, CMS AND ACS AT 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 deliver the goods enumerated below:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED	BRAND
				A.	B.
1.0	2	lot	Upgrade Kit for Management Integration Server III	15,738.76	
2.0	4	lot	BMS Work Station (PTB, CPE & CPM)	716,736.00	
			(see attached specifications of Desktops and Monitors)		
			MS Office Home and Business 2019 FPP		
			MS WIN11 Pro OEM 64bit		
3.0	1	lot	EDS Workstation (PTB)	179,184.00	
			(see attached specifications of Desktops and Monitors)		
			MS Office Home and Business 2019 FPP		
			MS WIN11 Pro OEM 64bit		
			<b>Specifications:</b>		
			<u>Desktop</u>		
			Processor	Up to 12th Gen Intel® Core™ i9 vPro® Enterprise	
			Operating System	Up to Windows 11 Pro	
				Windows 11 Pro Downgrade	
				Windows 10 (IoT)	
			Memory	Up to 128GB DDR5 UDIMM 4400MHz	
			Storage	Dual storage: SSD + HDD	
				Up to 2 X 2TB M.2	

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			PCIe SSD		
			Up to 2TB 7200rpm SATA HDD		
		Graphics	Intel® UHD Graphics 770 / 730 / 710		
			Intel® Iris® Xe MAX 100 Graphics 2GB		
			AMD Radeon™ RX 6400 4GB		
		Security	Discrete Trusted Platform Module (dTPM) 2.0 chip		
			EC Self-healing (level 2)		
			BIOS-based Smart USB Protection		
			Chassis E-lock		
			Kensington Security Slot™		
			Optional: Padlock loop		
			Optional: Smart cable clip		
		Dimensions (H x W x D)	339.5mm x 92.5mm x 297.7mm / 13.4" x 3.6" x 11.7"		
		Weight	Starting at 5.3kg / 11.7lbs		
		Color	Raven Black		
		Connectivity	Intel® WiFi 6E1 2x2 AX		
			Intel® WiFi 6 2x2 AX		
			Bluetooth® 5.2		

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	1 16GHz Wi-Fi 6E operation is dependent on the support of the operating system, routers/APs/Gateways that support Wi-Fi 6E, and the regional regulatory certifications and spectrum allocation.		
Ports / Slots			
Front	USB-C 3.2 Gen 2 (15W Charging)		
	2 x USB-A 3.2 Gen 2		
	2 x USB-A 3.2 Gen 1		
	Optional: 3-in-1 card reader		
	Headphone / mic combo		
	Mic		
Rear	4 x USB-A 3.2 Gen 1		
	Flex IO (DP / HDMI / USB-C / VGA)		
	HDMI 2.1 TMDS		
	2 x DisplayPort 1.4		
	LAN (1G)		
	Headphone		
	Optional: 2 x Serial		
	Optional: PS2		
	Optional: Parallel		
	Optional: USB-A 2.0		
M.2 Slots	2 x M.2 SSD Gen 4		
	M.2 WiFi		
Expansion Slots	PCIe x16 Gen 4		

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			PCIe x16 (x4 link)		
			PCIe x1		
		Internal Bay	3.5" HDD		
			2.5" HDD		
		External Bay	Slim Optical Disc Drive		
		Green Certifications	ENERGY STAR® 8.0		
			Up to EPEAT™ Gold*		
			RoHS		
			ERP LOT3		
			TÜV Low Noise		
			TCO 9.0*		
			* Varies by configurations		
		Power Supply Unit (PSU)	380W, 92%		
			310W, 92%		
			260W, 90%		
			180W, 85%		
		<b><u>PC Monitor:</u></b>			
		Panel Size	23.8-inch		
		Screen Dimensions	531.73 mm x 340.80 mm		
		Panel Type	3-side NearEdgeless, VA		
		Active Area	527.04 mm x 296.46 mm		
		Backlight	WLED		
		Aspect ratio	16:09:00		
		Resolution	1920 x 1080		

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Pixel Pitch	0.2745 x 0.2745 mm
Dot/Pixel Per Inch (DPI/PPI)	93
Viewing angle (H x V @ CR 10:1)	178 ° / 178 °
Response Time	4ms (Extreme Mode)
	6ms (normal mode)
Refresh Rate	60 Hz
Brightness (typical)	250 cd/m2
Contrast Ratio (typical)	3000:01:00
Dynamic Contrast Ratio (typical)	3M:1
Colour Gamut NTSC (CIE 1931)	99% sRGB, 99% BT.709, 85% DCI-P3
Color Gamut	72% NTSC (CIE 1931)
Color Support (typical)	16.7 Million
Anti-Glare	Yes
CONNECTIVITY	
Video Signal	1 x HDMI 1.4
	1 x VGA
Audio Signal	1 x Audio Out (3.5 mm)
MULTI-MEDIA	
Optional Soundbar Support	Yes (PN number: 0A36190)
SPECIAL FEATURES	
Sync Technology	AMD FreeSync™
POWER	
Power Consumption (typ./max)	17.5W / 23.5W

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		Power Consumption Sleep/Off Mode	< 0.5W		
		Power Consumption Switch-off Mode	< 0.5W		
		ENERGY STAR Power Consumption(Pon/EI/EC)	12W / 36 kWh		
		Power Supply	Internal		
		Voltage Required	AC 100 to 240V (50— 60 Hz)		
		MECHANICAL			
		Tilt Angle (front/back)	-5 ° /22 °		
		Swivel Angle (left/right)	+45/-45 °		
		VESA Mount Capability	Yes (100 X 100 mm)		
		ThinkCentre M Series Tiny Support	Yes, by Tiny VESA mount II		
			(PN: 4XF0N03161)		
		ThinkCentre M Series Nano Support	Yes, by Nano VESA mount		
			(PN: 4XF0V81630)		
		Kensington Lock Slot	Yes		
		Cable Management	Yes		
		Bezel Color	Raven Black		
		Bezel Width (side)	2.5 mm		
		Bezel Width (top/bottom)	2.5 / 22.4 mm		
		DIMENSION			
		Size Packed (D x H x W, mm/inch)	624.0 x 124.0 x 415.0 mm		
			24.57 x 4.88 x 16.34 inches		
		Size Unpacked w/ Stand (D x H x W, mm/inch)(lowest)	173.1 x 434.5 x 540.4 mm		

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			position)		
				6.81 x 17.10 x 21.28 inches	
			Size Unpacked w/ Stand(D x H x W, mm/inch)(highest position))	173.1 x 434.5 x 540.4 mm	
				6.81 x 17.10 x 21.28 inches	
			Size Unpacked w/o Stand(head only) (D x H x W, mm/inch)	45.5 x 327.2 x 540.4 mm	
				1.79 x 12.88 x 21.28 inches	
			Weight Packed(kg/lbs.)	5.42 kg / 11.95 lbs.	
			Weight Unpacked (kg/lbs.)	3.82 kg / 8.42 lbs.	
			Weight (monitor head only) (kg/lbs.)	3.02 kg / 6.66 lbs.	
			WHAT'S IN THE BOX	Monitor with stand	
				1 x Power cable (1.8 m)	
				1 x HDMI cable (1.8 m)	
				Quick setup guide	
4.0	1	lot	Labor Cost		258,741.24
			Scope of Work:		
			Supply, delivery and replacement of work station at PTB, CPE and CPM		
			Supply, delivery and replacement of EDS work station at PTB		
			Programming and Configuration		

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		Testing and Commissioning		
		TOTAL	P 1,170,400.00	

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 **at least 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 breach thereof. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PROCURING ENTITY shall rescind the contract, without prejudice to other courses of action and remedies open to it;

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 NOV 21 2023 at Province of Iloilo.

Government of the Republic of  
the Philippines


**CIVIL AVIATION  
AUTHORITY OF THE  
PHILIPPINES**

(Procuring Entity)

**AZBIL PHILIPPINES  
CORPORATION**

(Contractor)


BY:

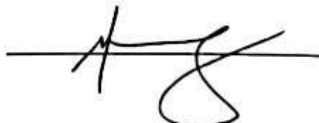
  
ENGR. EUSEBIO F. MONSORATE JR.  
Acting Area Manager  
Area Center VI

BY:

  
MICHAEL BURRO  
Authorized Representative

WITNESSES:

  
Alex B. Callana



**ACKNOWLEDGEMENT**

BEFORE ME, as the Notary Public for and within the CITY & PROV OF ILOILO, personally appeared **ENGR. EUSEBIO F. MONSERATE JR.**, Acting Area Manager, Area Center VI, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **MICHAEL BURRO, AZBIL PHILIPPINES CORPORATION**, 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 Twelve (12) 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 NOV 21 2023, 2023 at ILOILO CITY.

Doc. No. 279 ;  
Page No. 57 ;  
Book No. XXX ;  
Series of 2023.

  
**ATTY. GEMEDIO S. PRADO JR.**  
NOTARY PUBLIC FOR THE CITY & PROV. OF ILOILO  
UNTIL DECEMBER 31, 2023  
BP NO. 254630, 12/28/2023, ILOILO CITY  
PTR NO. 80642121 1/3/2023, ILOILO CITY  
NOT. REG. NO. 36, ROLL NO. 25533  
MCLE VIII 0009676 VALID UNTIL 04/14/2025  
TIN: 117-355-747  
MEZZANINE FLOOR, RED PLAZA BUILDING  
JM BASA STREET, ILOILO CITY 5000  
(033) 326-48-92



