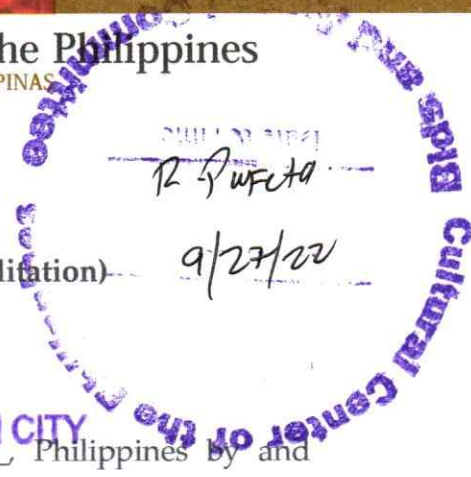




Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS



CONTRACT
(Structured Cabling System and Data Center Rehabilitation)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made this SEP 26 2022 day of QUEZON CITY 2022 at _____, Philippines by and between:

CULTURAL CENTER OF THE PHILIPPINES, represented by its President, **MARIA MARGARITA MORAN-FLORENDO**, with principal office at the CCP Complex, Roxas Boulevard, Pasay City, 1003 Metro Manila, hereinafter referred to as the **"CCP"**;

-and-

AGD INFOTECH INC. JOINT VENTURE WITH A.G. DATACOM PHILS., INC., represented by its Chief Operations Officer, **REINA ROXANNE C. MAMMIE**, with principal office at 1704, 17/F, Atlanta Center 31 Annapolis St., Greenhills, San Juan, Metro Manila, Philippines, hereinafter referred to as the **"SERVICE PROVIDER"** (a copy of the Secretary's Certificate dated MAY 11, 2022 is hereto attached and made an integral part hereof as Annex "A");

WITNESSETH: That –

WHEREAS, the CCP invited bids for the Structured Cabling System and Data Center Rehabilitation (a copy of the Terms of Reference is hereto attached and made an integral part hereof as Annex "B");

WHEREAS, the Approved Budget for the Contract is Five Million Nine Hundred Thousand (Php5,900,000.00);

WHEREAS, the bid submitted by the SERVICE PROVIDER was found to be the Lowest Calculated Responsive Bid (LCRB) with a bid amount of Five Million Eight Hundred Sixty-Six Thousand Three Hundred Eighty-Five and Seventy-Three Centavos (Php5,866,385.73) (a copy of the Price Proposal Form is hereto attached and made an integral part hereof as Annex "C");

WHEREAS, through Procurement Management Division Resolution No. 06-2022 dated May 19, 2022, the Structured Cabling System and Data Center Rehabilitation was recommended to be awarded to the SERVICE PROVIDER (a copy of the Procurement Management Division Resolution No. 06-2022 dated May 19, 2022 is hereto attached and made an integral part hereof as Annex "D");

WHEREAS, the contract for the Structured Cabling System and Data Center Rehabilitation was approved to be awarded to the SERVICE PROVIDER (a copy of the Notice of Award dated 15 June 2022 with the Conforme of the Service Provider is hereto attached and made an integral part hereof as Annex "F");

NOW THEREFORE, for and in consideration of the aforesaid premises, the CCP and the SERVICE PROVIDER agree as follows:

1. CONTRACT PRICE:

- a. The total contract price in consideration of the services to be provided by the SERVICE PROVIDER is Five Million Eight Hundred Sixty-Six Thousand Three Hundred Eighty Five and Seventy Three Centavos (Php5,866,385.73), inclusive of Value Added Tax (VAT), subject to the applicable government accounting and auditing rules and regulations.
- b. Fifty percent (50%) payment shall be made upon the completion of delivery and testing of Section 3.A.a., issuance of Invoice, and Statement of Account.
- c. The other Fifty percent (50%) payment which constitute the full payment of the contract price shall be paid after sixty (60) working days upon project completion. Provided that, a "Final Certificate of Project Completion" shall have been issued by the CCP's Management Information System (MIS), which shall form part of the documentation as a proof of the acceptability of the entire project. Provided further that, the basis of the Inspection and Acceptance Committee for the issuance of Inspection and Acceptance Report shall be the Final Certificate of Project Completion issued by the CCP's MIS, to include the following:
 - The installation is in accordance with approved design.
 - The SERVICE PROVIDER has provided an updated copy of the calibration certificate of the field test device used for the testing.
 - All cables have been labelled.
 - Complete documentations in accordance with Article 3. C. had been submitted.

2. TERM:

This Contract is effective for Three (3) months, which will commence on September 1, 2022 until November 30, 2022.

3. SCOPE OF WORK

A. The **SERVICE PROVIDER** shall submit a detailed work plan for the entire project subject to the approval of the CCP's MIS and Maintenance and Engineering Services Division (MESD). The work plan shall include the following:

- a. Equipment delivery schedule of the following:
 - 2 units 7ft open bay rack with cable manager with 16 Universal outlets
Rack Mount PDU/rack

- 6 units Wall Mount Data Cabinet with 6 Universal outlets Rack Mount PDU/cabinet
 - 3 units 7ft Server Rack
 - 2 units Cloud Manageable 10G Fiber core Switch.
 - 12 units Cloud Manageable 10G 48 port Network Switch.
 - 10 units Enterprise Grade L2 Managed POE Switch - 48 ports
 - 3 units UPS 10KVA 230V High density, double-conversion on-line power protection with scalable runtime
 - 2 units floor Mounted 3tr AC Inverter Unit
 - Rehabilitation of Server room (repair of ceiling, lighting fixtures, painting)
 - Rehabilitation of Fire suppression system
 - 1 lot Structured Cabling Accessories
- b. Equipment installation and configuration schedule.
- c. Testing, acceptance and commissioning schedule of Data Cable Runs and Equipment.
- d. Training/Technology Transfer. The training shall include:
- Advance training for at least four (4) IT Personnel for the Network Equipment/switches, basic trouble shooting for the Structured Cabling and Management of Data Center.
 - Ensure that proper maintenance and sustainment an appropriate training shall be conducted as Essential part of Technology Transfer to prepare and equipped CCP and its personnel in the overall operations and maintenance of its Network Infrastructure.
 - Submit Program of Instruction (POI) detailing all the training activities to be conducted for review, evaluation and approval of CCP-MIS. Hands-on training shall be form part of the training program.
 - Operation and Training manuals shall be provided to each participant.
 - The Training shall be conducted and completed prior the formal turnover and acceptance.
 - All expenses related to training (e.g. venue, meals, equipment, certificate.) shall be borne by the **SERVICE PROVIDER**.
 - Venue of Training shall be determined by the **SERVICE PROVIDER** unless the CCP MIS opted to conduct said training inside CCP premises.
 - Certificate of Training/s shall be given to all participants.

B. STRUCTURED CABLING SYSTEM

- a. The **SERVICE PROVIDER** shall supply, install, and make operational one lot ISO/IEC 11801-5 compliant structured Cabling system with the following specifications:
- The Open Bay Rack shall have a two (2) units 8 Way Power Distribution Unit connected to UPS and plugged to our existing outlet (Twist Lock)
 - The cablings shall be labeled and color-coded in accordance with ANSI/TIA/EIA-606-A (Administration Standard for the Telecommunications Infrastructure of Commercial Buildings).
 - The equipment located at the MIS Data Center shall be provided with grounding system in accordance with ANSI-J-STD-607-A (Commercial building Grounding and Bonding Requirements for Telecommunications).

- The cable runs shall comply with ANSI/TIA/EIA-568-B.1 (commercial buildings Telecommunications Cabling General Requirements) and ANSI/TIA/EIA-569-A (Commercial Building Standards for Telecommunications Pathways and spaces) as well as relevant provisions of the current Philippine Electrical code.
 - The ceiling data cable runs shall be protected from environmental damage through the use of appropriate conduits. Adequate insulation shall be provided should crossing with existing electrical power cables become unavoidable.
 - The cable runs from data terminal outlets to all distributions and equipment cabinets, shall be enclosed in high-quality PVC moldings.
 - The patch cables from the data terminal outlet to the workstation shall pass Category 6 Specifications and factory crimped.
 - The patch cables shall be factory-crimped. 420 pieces of 2 meters each for patch allocation for used in Equipment Data Cabinet, there will be 420 pieces of 2 meters each for patch allocation for used in Information Outlet to Personal Computers.
 - The Structured Data Cabling shall be installed as specified.
 - Installation of 420 Nodes Cat 6 UTP and 9 Fiber Backbones data cabling and subject for re-allocation during the duration of the contract (Arts Education, Library, PED Light control room, MT sound booth, PABX, Cultural Content, PDC, Flag pole, MIS);
 - Complete works for cable trays installation including support and hangers;
 - Supply and installation of 7' data cabinet located at PABX Room and Admin and Finance Building;
 - Supply and pulling of 420-runs CAT 6 UTP cable intended for horizontal cabling;
 - Supply and installation of CAT 6 24 ports patch panel;
 - Supply and installation of CAT 6 information outlets as end termination of UTP cable;
 - Harnessing of all pulled cable using Velcro tie wraps;
 - End to end testing of horizontal and backbone cabling;
 - Documentation of the end-to-end testing;
 - Complete restoration of all affected areas;
 - Testing and commissioning of the cabling system;
 - Documentation and acceptance of the project.
- b. The **SERVICE PROVIDER** shall conduct test in the presence of MIS representative on all data cable runs and submit the result to the MIS. Test results shall also indicate the date when the first test was conducted and the succeeding test/re-tests thereafter made on the equipment. The tests shall include, but not limited to:
- Attenuation to Crosstalk Ratio

- Length
- Wire Map
- Attenuation
- Near End Crosstalk
- Equal Level Far End Crosstalk
- Power Sum Equal Level Far End Crosstalk

C. **DOCUMENTATION REQUIREMENTS.** The **SERVICE PROVIDER** shall submit:

- a. "As built plan" Structured Cabling System documentation.
- b. One (1) set of Operations Manual for all equipment installed as part of the project. Operations Manual may be in printed and softcopy format to include product brochures, handouts, pamphlets, and other similar documentations showing all of the equipment's standard and optional features and accessories.
- c. Warranty Certificates against defects and workmanship.

D. The **SERVICE PROVIDER** shall also provide within the three (3) years warranty period at no additional cost to the CCP all replacement units/parts with the same quality, standard and specification for all deliverables.

E. In case of equipment failure within the three (3) years warranty period, the **SERVICE PROVIDER** shall send their technicians to provide services at no additional cost to the CCP to restore the Structured Cabling system to normal operations within four (24) hours from receipt of service report/call from CCP-MIS.

4. OTHER CONTRACT DOCUMENTS:

The **SERVICE PROVIDER** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this Contract.

5. NON-LIABILITY:

The **SERVICE PROVIDER** agrees to release the CCP from liability for any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the Service Provider or any of its employees or representatives in connection with the performance of its obligations/function in this Contract.

6. FORCE MAJEURE:

In case of Force Majeure or any similar condition which may delay or prevent the timely completion or fulfillment of this Contract, neither party is considered in breach of its obligation. However, the party with knowledge thereof shall immediately notify the other in writing, specifying the cause and its implication and consequences upon the fulfillment of the obligation to enable the parties to adopt a

remedial measure. Failure to notify shall render the party-in default liable proportionate to the damaged cause.

7. DISPUTE RESOLUTION:

In case of a dispute arising out of this Contract, the CCP and the SERVICE PROVIDER shall endeavor, in good faith, to resolve the dispute through negotiations. In case such dispute remain unresolved after a reasonable time and a suit is filed, the exclusive venue shall be the appropriate court in Pasay City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date and the place above mentioned.

CULTURAL CENTER OF THE PHILIPPINES

AGD INFOTECH INC. JOINT VENTURE WITH A.G. DATACOM PHILS., INC.

By:

By:

MARIA MARGARITA MORAN-FLOIRENDO
President *mf*

REINA ROXANNE C. MAMMIE
Chief Operations Officer

SIGNED IN THE PRESENCE OF:

CECILIA FUNTINILLA
Division Chief, MESD

JOYDIO E. CADAYDAY
Authorized Representative

Within Budget:

DENNIS P. LOPEZ *gene*
Department Manager III, FSD
1060503020 (01) 5,826,385.78
Reg Corp - Subsidy 4/9/14

22-09-2381

ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

NAME	Identification Document	Date/Place of Issue
MARIA MARGARITA MORAN-FLOIRENDO	Driver's license no. NO3-76-094777	Expiration Date: Sept. 15, 2023

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on SEP 27 2022 2022 in CITY OF MANILA.

Doc. No. 2 ;
Page No. 01 ;
Book No. 14 ;
Series of 2022 ;

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila
Notarial Commission No. 2020-033 Extended 12-31-2022 Manila
Under Supreme Court J.M. No. 3790 Extended from July 1 to December 31, 2022
IBP No. 166318 Issued on Oct 26, 2021 Until Dec. 31, 2022 Pasig City
PTR No. 0097472 Issued on May 1, 2022 until Dec. 31, 2022 Manila
Roll No. 68731 Issued on May 29, 2017
MCLE No. MI-0011675 Issued on March 8, 2022 Valid Until April 14, 2025
2/F Midland Plaza Hotel, Adriatico St., Ermita, Manila

ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

NAME	Identification Document	Date/Place of Issue
REINA ROXANNE C. MAMMIE	Passport ID No.: P7328927A	May 25,2018 / DFA Manila

Known to me to be the same person who executed the foregoing CONTRACT and she acknowledged to me that the signature she affixed confirms her voluntary act and that of the entity she represents.

SIGNED AND SEALED on SEP 26 2022 2022 in QUEZON CITY.

Doc. No. 109 ;
Page No. 00 ;
Book No. YV ;
Series of 2022 ;



[Signature]
ATTY. VICENTE C. CRUZ
 ADM. MATTER NO NP-031
 NOTARY PUBLIC FOR QUEZON CITY
 UNTIL DECEMBER 31, 2023
 RM 204 ACRE BLDG., 137 MALAKAS ST
 CENTRAL, DILIMAN, QUEZON CITY 1100
 TEL. NO. 8942-7434
 PTR. NO. 2367856 / 01-03-22 / Q.C
 ROLL NO. 33952 / 05-30-86
 IBP LIFETIME MEMBER NO. 02322 / 04-19-01 / Q.C
 MCLE NO VII-0013576 until Apr 14 2025

[Handwritten mark]