



Cultural Center of the Philippines
 SENTRONG PANGKULTURA NG PILIPINAS

April 25, 2012

MR. GERARDO CORPUS
 Managing Director
 SOUND CHECK
 953 Del Monte Avenue
 Quezon City

LETTER – AGREEMENT

Dear Mr. Corpus,

This is to confirm our agreement regarding the rental of one (1) lot Complete Light and Sound System to be used for the 45th Annual Meeting of the ADB Board of Governors Opening Ceremony on May 4, 2012 at the Philippine International Convention Center (PICC) Plenary Hall.

As supplier, you shall:

1. Provide one (1) lot Complete Light and Sound System and Rigging as per Technical Rider for the rehearsal and actual performance on May 3 to 4, 2012 respectively at the PICC Plenary Hall.
2. Provide crew/personnel from your office to set-up, operate and strike the said light and sound equipment.
3. Be liable for any repair of damage that may arise during the test run, set-up and performance/event date.
4. Issue Statement of Account and Official Receipt for the payment of the said rental.

In consideration thereof, the CULTURAL CENTER OF THE PHILIPPINES, shall pay you the amount of **FOUR HUNDRED NINETY THOUSAND FIVE HUNDRED SIXTY PESOS ONLY (Php490,560.00)**, subject to appropriate government taxes.

If the above terms are agreeable to you, please sign in the space provided below to indicate your conformity.

Sincerely yours,

71 0016, 02 CONFORME:

ARIEL S.R. YONZON
 Dept. Manager III, PED

GERARDO CORPUS
 Sound Check
 TIX :001-648-521

Within Budget:

ASUNCION E. ESMERO, DBA *f style*
 Department Manager III, FSD
 BNR# 12-05-080
 (10) 429-9-9 \rightarrow 490,560.00 (JP)
 P2-11

PAID
 NOV 23 2012

Recommending Approval:

CHRIS B. MILLADO
 Vice President and Artistic Director

Approved by:

RAUL M. SUNICO, Ph.D.
 President

Cc: VOD/file

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Technical Rider

Event: ADB Opening Ceremony

Date: May 4, 2012

Ingress: May 3, 2012, 1201

Venue: PICC Plenary Hall

House effects & driverack:

- 1 Digidesign Digital Mixing Console
- 2 CD Player
- 1 unit Spinner Mixer
- 8 Clearcom Headsets w/ belt packs
- 1 Clearcom Power supply

Speaker system:

- 16 units JBL Vertec VT4888 Speakers (FOH Speakers)
- 8 units JBL Vertec VT4880 Dual 18" Subwoofers
- 8 units JBL Array 4894 Speakers (Side Speakers Balcony)
- 4 units JBL VRX 932LA (Side Speakers Orchestra Section)
- 2 units JBL VRX 932LA (Front Fill)
- 1 lot Power Amplifier Racks
- 1 unit Dbx 480 Digital Controller

Monitors:

- 12 units Wedge monitor speakers
- 1 lot Power amplifier

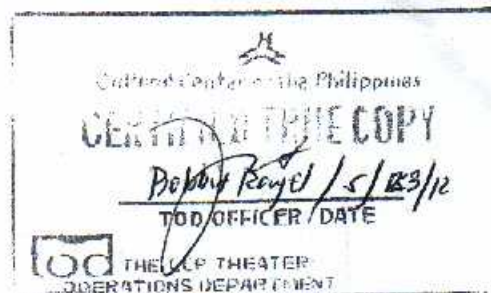
Microphones & stands:

- 10 units Shure Wireless Handheld Mic
- 1 lot orchestra mics
- 1 lot instrument mics
- 1 lot Direct Input Boxes
- 1 lot Mic stands

01-0016, 2

Backline:

- 1 unit Drumset
- 1 unit Bass Amp
- 1 unit Guitar Amp
- 1 unit Roland RD700
- 1 unit Keyboard Stand



Lights:

- 60 Par 64
- 16 Clay Paky Sharpy
- 12 Fine 2k Wash

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RAUL M. SUNICO, Ph.D.
President

Cc: VOD/file

ENGINEERING MAINTENANCE SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into by and between the following parties:

CULTURAL CENTER OF THE PHILIPPINES, a government-owned and controlled corporation duly existing by virtue of Presidential Decree No. 15, as amended, with principal office at Roxas Boulevard, Pasay City, represented herein by its President, **RAUL M. SUNICO**, duly authorized for this purpose under Board Resolution No. L-017 Series of 2010 (copy of which is hereto attached as Annex "A" and made an integral part hereof), hereinafter referred to as the "CENTER".

And

TORK PHILS. INC., a private corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 3rd floor AMO Bldg., # 92 New York St., Cubao, Quezon City, represented herein by its President & General Manager, **GENARO T. YALUNG**, duly authorized for this purpose under Board Resolution _____ issued on _____ (a copy of which is hereto attached as Annex "B" and made as integral part hereof) hereinafter referred to as the " CONTRACTOR".

WITNESSETH:

WHEREAS, on July 31, 2012, the contract for engineering maintenance services expired and was renewed on a monthly basis starting August 1, 2012;

WHEREAS, on September 21, 2012, the Cultural Center of Philippines-Bids and Awards Committee (CCP-BAC) and the Technical Working Group (TWG) conducted a pre-bid conference which was attended by one (1) bidder;

WHEREAS, on October 4, 2012, the Cultural Center of Philippines-Bids and Awards Committee (CCP-BAC) and the Technical Working Group (TWG) scheduled a bid opening with only one (1) bidder submitted a bid;

WHEREAS, upon post evaluation of the submitted bid documents by the Technical Working Group (TWG) and the Cultural Center of Philippines-Bids and Awards Committee (CCP-BAC), TORK PHILIPPINES, INC. was found to be a Responsive Bidder,

WHEREAS, under BAC resolution No. 2012-013 dated October 25, 2012, the CCP-BAC recommended to award the Contract to the CONTRACTOR for the amount of **NINE MILLION ONE HUNDRED TWENTY FOUR THOUSAND THREE HUNDRED SEVENTY FOUR PESOS AND 12/100 (Php 9,124,374.12)**, VAT INCLUSIVE and which recommendation was then approved by the CCP Board.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereunto have agreed and do hereby agree as follows;

ARTICLE I SCOPE OF WORK

The CONTRACTOR shall supply all materials, labor, equipment, supervision and related services necessary for the proper maintenance of the areas mentioned below. Specifically, the CONTRACTOR shall be responsible for the following:

1. AREA OF COVERAGE, BUT NOT LIMITED TO:

CCP MAIN BUILDING
ALL OUTDOOR COMFORT ROOMS
FOLK ARTS THEATER
WASANG KALIKASAN AREA
ALL CCP PARKING AREAS
MOTORPOOL GARAGE
OTHER GROUND FACILITIES (when required)

ADMIN. AND FINANCE BUILDING
CCP BAY TERMINAL A/B
MANILA FILM CENTER (when required)
ASEAN PLAZA AREA
PRODUCTION DESIGN CENTER BUILDING
NATIONAL ARTS CENTER, Los Baños, Laguna
(when required)



1.2. SCOPE OF WORK

A. GENERAL

1. Inspect, appraise and test run all machinery, equipment, building service utilities and facilities; make appropriate recommendation to the CCP management regarding efficiency, effectiveness and safety of the same;
2. Operate and undertake emergency maintenance of building machinery and utilities such as air conditioning and ventilation system, normal and emergency power supply, water supply system and other items stated on Covered Facilities.
3. Implement the Preventive Maintenance Program, for all building machinery, equipment, building service utilities and facilities.
4. Maintain and submit an updated inventory of all machinery, equipment and other utilities.
5. Undertake repairs and maintenance works on all machinery, equipment, building service utilities and facilities to ensure that these are in all good, safe and efficient operating condition at all times.
6. Provide technical services / assistance in the design, planning and installation of additional facilities or renovations, in fabrication and in the establishment of spare parts/supplies inventory system.

B. SPECIFIC

OPERATION AND EMERGENCY MAINTENANCE

1. Study manufacturer's plans, specifications, operation and maintenance procedures of machinery and equipment.
2. Operate machinery and equipment per manufacturer's specifications and according to the CCP management policies and procedures.
3. Conduct daily inspection and top-up of supply requirements of various machinery such as lube oil, chilled and condensing water, chemical additives, fire pump engine oil and other additives and supplies.
4. Perform emergency repair or renovation.
5. Submit list of machinery and equipment supplies according to appropriate schedules and economic order quantities for requisition.
6. Generate statistical data on utilities, as may be required.

PREVENTIVE MAINTENANCE

1. Prepare and submit master list of all building machinery, equipment and building services utilities and facilities with indicative assessments/status of each item every end of the month.
2. Ensure that manufacturer's maintenance manuals for each item in the master list are available.
3. Maintain records of daily reading of water and power consumption, and submit with graph the same on a monthly basis.
4. Maintain log sheet for all machinery and equipment.
5. Prepare preventive maintenance record in bin cards or computer form for each equipment and machinery with corresponding specifications and replacement parts specs.
6. Submit the status report of Preventive Maintenance Services Schedule on monthly bases for all machinery and equipment.
7. Conduct preventive maintenance activities on machinery, equipment and facilities according to the intervals specified on the Preventive Maintenance Services schedule.
8. Prepare and submit accomplishment report on Preventive Maintenance activities as well as other activities every month and summarized report for the preceding month on or before the 5th day of the current month.
9. Submit recommendations on how to improve the efficiency and effectiveness as well as safety conditions of machinery, equipment and facilities covered by CCP.
10. Maintain monthly compilation of the following:
 - a. Job Order accomplished
 - b. Log Sheet
 - c. Copies of Material Request
 - d. Studies, Plans and estimates



REGULAR AND MAINTENANCE REPAIR

1. Test, diagnose, adjust, calibrate and repair all machinery, equipment and facilities with indication of malfunction and/or inefficient operation.
2. Perform minor or major repairs on all machinery, equipment, facilities and other facilities outside the building covered by CCP, observing the following procedures:
 - a. Prepare job order or material requisition.
 - b. Check and install delivered materials based on requirements on a precise manner.
 - c. Record all repair work done, and spare parts installed on respective equipment log sheet.
3. Service Job Orders as follows:
 - a. Receive calls/request for minor adjustment, repairs, replacement and other required minor job orders from different CCP offices.
 - b. Perform minor or major works as specified in the job order with verification and notation from Administrative Services Department. Job orders with approval from higher officials such as Office of the Chairman, Office of the President and Office of the Vice-president should be attended to and notify immediately the latter, in urgent matters.
 - c. Perform works precisely as per job order.
4. Clean and maintain areas that are not covered by janitorial services personnel, to include, but not limited to the following:
 - a. Machinery, switchgear transformer rooms
 - b. UPS/AVR transformer rooms
 - c. PABX and AHU rooms
 - d. Pump room
 - e. Cooling Tower areas
 - f. Air Cooled areas
 - g. Power Center
 - h. Electrical and Machine Rooms
5. Undertake Civil, Plumbing, & Sanitary Works
 - a. Perform all maintenance requirements on civil works such as doors, windows, door and window jambs, ceilings, walls, floor finishes, cabinetry, furniture and fixtures;
 - b. Perform all maintenance requirements for building plumbing and sanitation; and
 - c. Perform fabrication of cabinetry, furniture and fixtures based on approved request by CCP officials.
6. Provide technical services assistance in the design, planning and installation of additional machinery, equipment and facilities.
7. Undertake required clerical and supplies control activities, to include the following:
 - a. Requisition and maintain minimum order level of needed supplies and chemical additives, including diesel fuel;
 - b. Prepare monthly fuel consumption report of generators; and
 - c. Maintain monthly record and graph of power and water consumption.

1.3. PERSONNEL REQUIREMENT AND DEPLOYMENT

Regular Duty 8:00 am – 5:00 pm work schedule except on Legal Holidays and Day-off 14 pax

- 1 – Chief Engineer
- 1 – Draftsman
- 2 – Aircon Technician
- 2 – Building/Ground Electrician
- 1 – Plumber
- 2 – Welder/Tinsmith
- 2 – Painter
- 3 – Carpenter/Mason/Painter
- (1 – Aircon operator/Powerwatch reliever coming from Aircon Technician or Electrician)

Regular Duty 7:00 am – 4:00 pm work schedule except on Legal Holidays and Day-off 2 pax

- 1 – Electronic and Communication Technician
- 1 – Automotive Mechanic/Electrician



Power Watch Seven (7) days a week work schedule

First Shift 7:00 a.m. – 3:00 p.m. CCP Based (4 personnel)

- 1 – Shift Engineer
- 1 – Aircon Operator/Powerwatch
- 1 – Plumber
- 1 – Building/Ground Electrician

First Shift 7:00 a.m. – 3:00 p.m. FAT Based (4 personnel)

- 1 – Shift Engineer
- 1 – Aircon Operator/Powerwatch
- 1 – Plumber
- 1 – Building/Ground Technician

Second Shift 3:00 p.m. – 11:00 p.m. CCP Based (4 personnel)

- 1 – Shift Engineer
- 1 – Aircon Operator/Powerwatch
- 1 – Plumber
- 1 – Building/Ground Electrician

Second Shift 3:00 p.m. – 11:00 p.m. FAT Based (4 personnel)

- 1 – Shift Engineer
- 1 – Aircon Operator/Powerwatch
- 1 – Plumber
- 1 – Building/Ground Electrician

Third Shift 11:00 p.m. – 7:00 a.m. CCP Based (3 personnel)

- 1 – Shift Engineer
- 1 – Building/Ground Electrician/Powerwatch
- 1 – Plumber

Third Shift 11:00 p.m. – 7:00 a.m. FAT Based (2 personnel)

- 1 – Shift Engineer
- 1 – Building/Ground Electrician

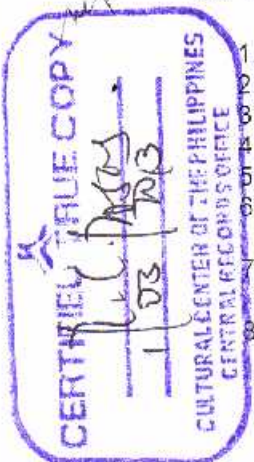
Overtime is subject to availability of funds and approval by the CCP duly designated official. Schedule of DAY-OFF of personnel is variable subject to the requirements of CCP Maintenance and Engineering Services Division.

REQUIRED EDUCATIONAL ATTAINMENT AND EXPERIENCE FOR EACH POSITION:

<u>Position</u>	<u>Educational Attainment</u>	<u>Experience</u>
Chief Engineer	Licensed ME, EE (PME/PEE is preferable)	Ten (10) years relevant experience
Shift Engineer	Licensed ME, EE, CE	One (1) year relevant experience
Draftsman	Completion of voc'l/trade course	One (1) year relevant experience
Aircon Technician	Completion of voc'l. course	One (1) year relevant experience
Bldg./Ground Electrician	Completion of voc'l. course	One (1) year relevant experience
Electronic & Comm. Tech'n.	Completion of voc'l/trade course	One (1) year relevant experience
Plumber	Completion of voc'l/trade course	One (1) year relevant experience
Carpenter / Mason / Painter	Completion of voc'l/trade course	Two (2) years relevant experience
Painter	Completion of voc'l/trade course	Two (2) years relevant experience
Welder / Tinsmith	Completion of voc'l/trade course	Two (2) years relevant experience
Auto Mech./Electrician	Completion of voc'l/trade course	Two (2) years relevant experience
Aircon Operator/Powerwatch	Completion of voc'l/trade course	Two (2) years relevant experience

1.4. PERSONNEL ADMINISTRATION

1. Submit an updated organizational chart and personal data sheet of all personnel;
2. Provide a chief engineer who can efficiently oversee all personnel.
3. Provide the chief engineer a daily wage rate no lower than P 783.91 per day.
4. Provide shift engineers a daily wage rate no lower than P 530.40 per day.
5. Provide skilled personnel a daily wage rate no lower than P 451.84 per day.
6. Provide at its own expense, CCP duly approved uniforms as well as time cards to all its employees.
7. Require at all times, on-duty employees to wear their identification cards and uniforms and safety shoes.
8. Conduct performance evaluation of its personnel every six (6) months and submit a report to the CCP for further evaluation and confirmation;
9. Assign personnel in CCP and its facilities who are physically, emotionally and mentally fit, of good moral character, honest, reliable, competent, with cooperative disposition, and has no relation up to the 4th degree of consanguinity or affinity with each other, with CCP officers, and employees;



9. Replace immediately personnel who shall be found undesirable or whose services are unsatisfactory, upon written notice of the CCP;
10. Require personnel upon entry to undergo chest x-ray and drug test, if so warranted, a spot drug test. Personnel whose results are positive for P-TB and prohibited drugs shall be replaced at once. The contractor shall furnish CCP a copy of the test results;
11. Guarantee each personnel a pay rate based on the company bid proposal and provide other remuneration as provided for in the Philippine Labor Code and other existing social legislation and as provided for in the contract. The contractor shall likewise submit to CCP copies of payslips;
12. Secure the necessary permits and licenses from appropriate entities, to operate and perform its undertaking enumerated herein;
13. Pay all taxes, licenses, permits and fees which are due or may become due to the local and or national government;
14. Present all potential hires for approval or disapproval of the CCP's duly designated or authorized representative. No posting of personnel shall be made without the approval of the CCP. Remuneration of unauthorized or disapproved posting shall be disallowed;
15. Remit monthly SSS payment and other appropriate payments, as provided for in the Labor Code of the Philippines, furnishing CCP copies of proofs of remittances;
16. Ensure the availability of all personnel, supplies, tools and equipment at all times, as enumerated herein and specified in the contract;

The Contractor shall submit the following to the CCP:

1. Proof of withholding tax remittance of their employees and the company, on a monthly or quarterly basis, whichever is preferable to CCP;
2. Proof of SSS remittance;
3. NLRC certification of no pending labor case on a quarterly basis;
4. Copy of pay slips, signed by the employee and duly certified by the CONTRACTOR, on a monthly basis; and
5. Other documents as may be required by the CCP.

1.5. PROVISION OF EQUIPMENT

The contractor hereby undertakes to furnish the following tools and equipment for the engineering and maintenance work herein required:

- A. Mechanical Tools/Equipment:
 - a.1. one (1) unit Electric Drill, good for masonry also
 - a.2. one (1) set Drill Bit (sizes 1/8" to 3/4") (steel and concrete)
 - a.3. one (1) unit Bench Grinder
 - a.4. one (1) set Box Wrench (sizes 1/4" to 1 1/4")
 - a.5. one (1) set Open Wrench (sizes 1/4" to 1 1/4")
 - a.6. one (1) set Socket Wrench (sizes 1/4" to 1 1/4")
 - a.7. one (1) set Allen Wrench (sizes 1/4" to 3/4")
 - a.8. eight (8) sets Philip Screw Driver (sizes 4", 6" & 8")
 - a.9. eight (8) sets Flat Screw Driver (sizes 4", 6" & 8")
 - a.10. Four (4) pcs. Mechanical Pliers (sizes 8" & 10")
 - a.11. Four (4) pcs. Adjustable Wrench (sizes 8" & 10")
 - a.12. one (1) unit Bench Vise
 - a.13. one (1) pc. Flaring Tool
 - a.14. one (1) pc Tube Cutter
 - a.15. two (2) sets Hack Saw Frame with Blade
 - a.16. four (4) pcs. Ball pen Hammer
 - a.17. two (2) pcs. Oiler
 - a.18. two (2) sets Grease gun
 - a.19. two (2) pcs. Puller (two and three finger)
 - a.20. two (2) pcs. Vise Grip (8" & 10")
 - a.21. one (1) set Elec. Welding Machine (with Mask and Gloves)
 - a.22. one (1) set Oxy.-Acetylene Cutting and Welding Outfit (with Mask and Gloves)
 - a.23. one (1) unit Portable Vacuum Pump for A/C
 - a.24. one (1) pc. Riveter
 - a.25. one (1) unit high-pressure washer 100 psi cap.
 - a.26. one (1) unit Air blower
 - a.27. four (4) pcs. Safety Harness
 - a.28. one (1) pc. A/C charging manifold
 - a.29. One (1) unit Portable Mini Jack Hammer

Auto-mechanic should have a set of basic auto-mechanical tools.



2.6.8. Unused recorded items, which cannot be turnover to ASD-MESD, shall be charged to the contractor deductible from its service contract.

ARTICLE III WORK SPACE

3.1. The CCP shall provide the CONTRACTOR suitable office and workspaces within each of the buildings, together with the necessary number of desks, chairs, tool cabinets and employee's lockers without cost to the CONTRACTOR, including water, electricity and telephones.

ARTICLE IV CONTRACT PRICE / MANNER OF PAYMENT

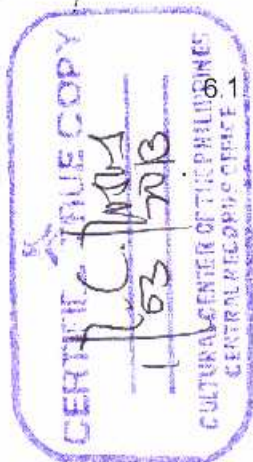
- 4.1. For and in consideration of the foregoing services to be rendered by CONTRACTOR to the CCP, the latter shall pay to the former the total amount of **NINE MILLION ONE HUNDRED TWENTY FOUR THOUSAND THREE HUNDRED SEVENTY FOUR PESOS AND 12/100 (Php 9,124,374.12), VAT INCLUSIVE**, for the whole contract term inclusive of the 5-day incentive and 13th month pay and payable in equal installments every 15th and end of the month upon presentation of a billing for each period.
- 4.2. The claim for payment shall be accompanied by a summary of attendance of each employee, duly signed by them, certified by a responsible officer of CONTRACTOR, certified and concurred in by a designated official of the CCP.
- 4.3. The CCP shall pay actual overtime man hours rendered by CONTRACTOR personnel based on the approved Authority Form by the authorized representative of the CCP (the regular hours of work shall not exceed eight (8) hours a day inclusive of rest periods of short duration); hence, overtime pay shall pertain to work performed beyond the required regular hours of work, inclusive of break/rest period/interruption. Overtime pay shall be based on the daily wage plus premium as provided for under the Labor Code of the Philippines plus four percent (4%) of overtime cost as agency fee.
- 4.4. Should there be any salary adjustment by virtue of a law, executive order or any similar announcement, CONTRACTOR may request the CCP to effect a corresponding adjustment of herein agreed fee, subject to government accounting and auditing rules and regulations.
- 4.5. It is understood that the fee shall be reduced proportionately in the event CONTRACTOR fails to provide or detail the required number of personnel or where any such personnel fail to work on an 8-hour shift. The CCP shall pay the Contractor for the un-worked 11 regular holidays and 3 special holidays, however for worked holidays mentioned, CCP shall pay the applicable premium accordingly.
- 4.6. Any payment for the services rendered by CONTRACTOR'S personnel shall be subject to government accounting and auditing rules and regulations.
- 4.7. The CCP in its sole opinion and within the timeframe of the contract shall have the right to determine and implement a reduction of number of personnel deployed in any of the CCP buildings and facilities.
- 4.8. Should the CCP request the CONTRACTOR to perform additional work or to provide additional personnel or should the CCP request for the reduction in the number of personnel therein specified, it is hereby understood that the cost of additional work of personnel or reduction in personnel shall be added to or deducted from the said contract price as the case may be.
- 4.9. In case of closure of the CCP or any of its facilities for a period longer than one (1) week, for cause or reason beyond its control, the CCP shall have the right to require a corresponding reduction of the CONTRACTOR personnel in such number and for such period the CCP may find necessary.

ARTICLE V CONTRACT DURATION

5.1 This contract shall take effect on ~~December 6, 2012~~ ^{Dec 16, 2012} for a period of one (1) year up to ~~December 5, 2013~~ ^{December 15, 2013}. Any provision to the contrary notwithstanding the CCP shall have the right, power, and privilege to terminate this contract for any cause whatsoever without the need of judicial action by giving thirty (30) days written notice thereof to CONTRACTOR who hereby agrees to abide by the decision of the CCP.

ARTICLE VI EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed and understood that the CONTRACTOR is and shall remain an independent contractor and that there shall be no employer-employee relationship between the CCP, on one hand, and the CONTRACTOR or his personnel or agents, on the other hand. Hence, the CCP shall not in any way be liable or responsible for any personal injury including death, or damage to property, sustained or caused by any of the employees of the CONTRACTOR in the performance of the CONTRACTOR'S obligations and undertakings under this Contract. The CONTRACTOR shall at all times be directly responsible and liable for the enforcement of, and compliance with, all existing laws, rules and regulations, particularly with respect to any claims brought about by his personnel or employees under applicable laws and social legislation. The CONTRACTOR hereby holds the CCP and its officials free and harmless from any and all claims and liability under this contract.



**ARTICLE VII
PERFORMANCE SECURITY**

- 7.1. Upon the signing of this Contract, the CONTRACTOR shall at its own expense, post a Performance Security in accordance with RA 9184 in favor of the CCP at the rate of five percent (5%) of the contract price in the form of a cash, certified check, Cashier's check, Manager's check, back draft or irrevocable letter of credit or at the rate of ten percent (10%) of the contract price in the form of bank guarantee or at the rate of thirty percent (30%) of the contract price in the form of surety bond, conditioned that the CONTRACTOR shall fully, satisfactorily and faithfully perform its undertaking and obligations under this Contract. The performance security bond shall remain effective during the term of the contract and for a period of two (2) years more thereafter to answer for whatever obligations/liabilities the contractor may incur under this Agreement, or which it may owe to its employees/personnel;
- 7.2. The said bond shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of Republic Act No. 3633 and /or other applicable laws; or any liability which may be incurred by reason of the violation by the CONTRACTOR of the Labor Code of the Philippines and other social legislation. The CCP shall, however, be reimbursed for the total sum it may have advanced for any damages or liabilities covered by the bond.

**ARTICLE VIII
TERMINATION AND PAYMENT OF WAGES**

- 8.1. The CONTRACTOR shall inform the CCP in writing before an employee assigned at the CCP under its employ is terminated or replaced, subject to the final written approval of the CCP;
- 8.2. Non-compliance by the CONTRACTOR on the payment of mandatory wage rate and benefits package as provided for in the Labor Code of the Philippines, latest Wage Order and other existing legislation at the time both parties entered into this Contract or as paid by the CCP shall serve as a sufficient basis of the termination of this Contract.

**ARTICLE IX
REPRESENTATION AND WARRANTIES**

- 9.1. The CONTRACTOR hereby represents and warrants that:
- 9.1.1. The services herein shall be performed in conformity with good engineering and maintenance practices;
 - 9.1.2. It has all the requisite power, authority and capacity to enter into this Contract and to perform its undertakings and obligations according to the terms and conditions hereof;
 - 9.1.3. The execution and performance of this Contract does not and will not violate any provision of law, ordinance, executive or administrative order rule or regulation, or any judgment, order or decree of any court or government authority or any provision of a contract, agreement, instrument or transaction to which it is or will be a party;
 - 9.1.4. It shall not bring any unreasonable or unfounded action or suit intended to stifle, prevent, delay, stop or otherwise interfere with the exercise by the CCP of any of its rights and privileges under this Contract;
 - 9.1.5. It has taken all the necessary and proper governmental and/or legal action, and secured all necessary and proper approvals, clearances, permits and authorization for the execution and performance of this Contract;
 - 9.1.6. It has not given or promised to give any money, gift or benefit to any official or employee of the CCP to obtain/procure this Contract.

**ARTICLE X
INDEMNITY**

- 10.1. The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all liabilities, damages, expenses, losses, injuries including death due to the fault, negligence, act, omission, delay or conduct of the CONTRACTOR and/or its employees or agents in the performance of the CONTRACTOR's undertakings and obligations under this contract;
- The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all claims, suits, action and demand which may be brought by third parties by reason of this Contract, including its implementation, or non-observance by the CONTRACTOR of any law, ordinance, executive or administrative order, rule or regulation, or any term or condition of this Contract.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

In case of breach or violation by the CONTRACTOR of its obligations and undertakings under this Contract, the CONTRACTOR shall pay the CCP the sum of PESOS: ONE HUNDRED FIFTY



THOUSAND (Php150, 000.00) as and by way of liquidated damages. The damages herein provided are fixed and liquidated and the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to said liquidated damages, the CCP may deduct the amount from any and all money and amounts due or which may become due to the CONTRACTOR under this Contract or any agreement and /or collect such amount from the CONTRACTOR's performance bond, whichever is convenient to the CCP, and without prejudice to the CCP's remedies under this Contract or applicable laws;

- 11.2. Should the CCP be constrained to resort to court action in order to protect its rights and interest hereunder, the CONTRACTOR shall pay the CCP an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, as and by way of attorney's fee, plus the expenses of litigation recoverable under pertinent laws; provided, that the attorney's fees shall in no case be less than Fifty thousand Pesos Php50, 000.00). Venue of such court action shall be exclusively laid in the proper courts of Pasay City;
- 11.3. Failure of the CCP at any time to enforce or demand performance of any or all of the terms and conditions of the Contract and other related instruments or contracts shall in no way be construed as a waiver of such term(s) and condition (s), and shall not affect the validity and enforceability thereof or the right of the CCP to subsequently enforce or demand performance of such term(s) and condition(s);
- 11.4. Any amendment, alteration or modification of this Contract shall not be valid and binding unless and until made in writing and signed by the parties hereto;
- 11.5. All the remedies provided for in this Contract shall be taken cumulatively, that is, in addition to each and other remedy provided herein or by law;
- 11.6. This Contract shall be binding upon the parties hereto and their assigns and successors-in-interest. Provided, that the CONTRACTOR shall not sub-contract, assign, or transfer any or all of this rights and obligations hereunder to any third party without the prior written consent of the CCP;
- 11.7. This Contract defines, determines, and embodies the entire agreement between the parties hereto with regard to the subject matter hereof, and shall supersede any prior or simultaneous agreement, arrangement and understanding made by and between them or with third parties. This Contract may not be novated, changed, amended or modified except by agreement in writing signed by the parties hereto

**ARTICLE XII
NON-EXCLUSIVE CONTRACT**

12.1. The CCP reserves the right to engage the services of an independent or other contractor (s) other than the CONTRACTOR to perform specific specialized jobs or works not included in Article I hereof for the CCP's mechanical and electrical equipment. The work of the independent or other contractor(s) shall be verified and checked by the CONTRACTOR to determine that the same is satisfactorily done and acceptable and submit report thereon to the CCP. The CONTRACTOR shall not be responsible to the CCP for the work performed by any outside/independent contractor. The CONTRACTOR with the CCP's approval can engage sub-contractor(s) to undertake such specific specialized jobs for which the CONTRACTOR shall then be responsible for the work done by such sub-contractor(s).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this _____ day of _____ 2011 at the City of Pasay, Philippines.

CULTURAL CENTER
OF THE PHILIPPINES

By:

[Signature]
RAUL M. SUNICO, Ph.D.
President

TORK PHILIPPINES INC.

By:

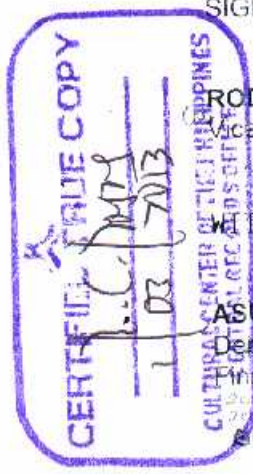
[Signature]
ENGR. GENARO T. YALUNG
President & General Manager

SIGNED IN THE PRESENCE OF:

[Signature]
RODOLFO G. DEL ROSARIO
Vice-President for Administration

WITHIN BUDGET:

[Signature]
ASUNCION E. ESMERO, DBA
Department Manager III
Finance Services Department



- B. Electrical Tools / Equipment:
- b.1. two (2) sets Ammeter (range 0-600 amps)
 - b.2. one (1) set Voltmeter (range 0-1200 volts)
 - b.3. one (1) unit Megger tester (0 - 5,000A)
 - b.4. one (1) set Multi-tester (range 0 DCMA 0.06-0.3 amps. X 1 x 10K; VAC; 1 6-1200 VDC)
 - b.5. four (4) pcs. Electrical Pliers
 - b.6. one (1) set Electrical tools and communication apparatus for communication system
- C. Plumbing Tools:
- c.1. four (4) pcs. Pipe Wrench (sizes 12", 14" & 16")
 - c.2. one (1) set Pipe Threader (sizes 3/4" to 3" dia.)
 - c.3. three (3) units Aluminum Ladder (Height 2'-8', 2'-12' & 2'-30')
 - c.4. one (1) unit Road drainage de-clogger (100 ft. x 2 inch)
- D. Carpentry Tools:
- d.1. two (2) pcs. Claw Hammer
 - d.2. one (1) pc. Claw Bar
 - d.3. two (2) pcs. Wood Saw
 - d.5. one (1) unit Measuring Tape (50 meters)
 - d.6. one (1) unit Leveling Bar
 - d.7. two (2) unit Air compressor
 - d.8. two (2) set Spray painting tool
 - d.9. one (1) set Steel scaffolding, up to 100 ft. height
- E. Other Equipment / Tools to be made Available when needed:
- e.1. one (1) unit Chain Bloc (5 ton capacity)
 - e.2. one (1) unit Portable engine driven welding machine with complete accessories

Note: It is understood that all supplied carpenters/painters, electricians and plumbers must have a complete set of basic tools respective to their skill.

ARTICLE II SUPPLIES AND SPARE PARTS

- 2.1. The CCP shall on its account, furnish all maintenance supplies like fuel, lubricants, electrical tapes, oxygen, acetylene, refrigerants, bulbs, starters, welding rods, chemicals and the like which are necessary for the performance by the CONTRACTOR of the services herein contemplated subject to government accounting and auditing rules and regulations.
- 2.2. Likewise, the CCP on its account shall furnish all spare parts, including fan belts, filters, machining and motor rewinding required in case of repairs of any of the equipment subject matter of this Contract.
- 2.3. The CONTRACTOR shall submit to the CCP a maintenance program so that emergency purchase of non-recurring supplies shall be avoided.
- 2.4. Any purchase of supplies, materials or equipment, which purpose is within the required services stipulated in the Contract, requested by the CONTRACTOR but was found defective, inappropriate, misfit or caused by negligence, etc., in the sole opinion of the CCP, shall be charged against the account of the CONTRACTOR.
- 2.5. Consumable items to be supplied by CONTRACTOR are:
 - 2.6.1 Hacksaw Blades – Twelve (12) pieces per month (Mogul Brand, with two-colored blade).
 - 2.6.2 Grinding Stone – Two (2) pieces per trimester
 - 2.6.3 Grinding Disc – Two (2) pieces per trimester
 - 2.6.4 Dark Glass for welding arc-welding – Two (2) pieces per trimester
 - 2.6.5 Dark Glass for Oxy-acetylene welding – One (1) piece per trimester
 - 2.6.6 Protective Gloves – Three (3) pairs per trimester (leather), for welder
 - 2.6.7 Brill Bits – One (1) set per semester (size: 1/8" to 3/4") for steel and concrete use
- 2.6. Conditions for the use of all consumable items are:
 - 2.6.1. All consumable items should be supplied one week before the end of the month, for the next schedule of issuance.
 - 2.6.2. All consumable items should first be submitted to ASD-MESD for inspection and proper recording.
 - 2.6.3. All items previously supplied or items to be considered waste should be first submitted to ASD - MESD for inspection and proper recording.
 - 2.6.4. Unused items are strictly not allowed to be made as a "recycled" item for the next schedule of issuance.
 - 2.6.5. Used items considered as "consumed item" are those items found properly utilized.
 - 2.6.6. Used items found broken, cut, split or rip-off are not considered as "consumed items", due to improper usage or negligence. The contractor at no additional cost to the CCP should replace such items immediately.
 - 2.6.7. At the end of the contract, all recorded unused items should be indorsed/turnover to ASD-MESD, such items are paid and for usage of the CCP only.

