

**CONTRACT FOR THE PROCUREMENT OF THE DESIGN, DEVELOPMENT AND INSTALLATION OF
CCP ENCYCLOPEDIA OF PHILIPPINE ART APPLICATIONS IN WEB, MOBILE AND INTERACTIVE
MULTI-TOUCH PANELS
(Public Bidding No. _____)**

KNOW ALL PERSONS BY THESE PRESENTS:

This CONTRACT is made this AUG day of _____, 2019, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES**, hereinafter referred to as the **CCP**, a government-owned-and-controlled corporation, created by virtue of Presidential Decree 15, as amended, with principal address at Roxas Boulevard, Pasay City, represented herein by its President, **ARSENIO J. LIZASO**, duly authorized for the purpose of this Contract, copy of which is hereto attached as Annex "A";

and

I-ASIATIC INNOVATIONS PHILS., INC. hereinafter referred to as **CONTRACTOR**, a private corporation organized and existing under Philippine laws, with office address at 11/F Cyber One Building Eastwood Cyberpark City Bagumbayan, Quezon City, represented herein by its President, **SHERY ANNE S. COU**, duly authorized for the purpose of this Contract, copy of which is hereto attached as Annex "B".

(Collectively referred to as the Parties)

WITNESSETH: That

WHEREAS, the **CCP Bids and Awards Committee (CCP BAC)** published on August 18, 2017 in the Government Electronic Procurement System (PhilGEPS) as mandated by R.A. 9184, and in the **CCP Website**, the Invitation to Bid for certain goods and ancillary services, viz., **Procurement of the Design, Development and Installation of CCP Encyclopedia of Philippine Art Applications in Web, Mobile and Interactive Multi-Touch Panels** with an ABC of **Five Million Pesos (Php 5,000,000.00)**, inclusive of VAT;

WHEREAS, on September 22, 2017, the **CCP BAC** declared a failure of bidding because there were no bids received in time;

WHEREAS, the **CCP BAC** republished the Invitation to Bid, but the bidding failed anew after the bidder was disqualified;

WHEREAS, after the two failed biddings, the **CCP BAC** resorted to negotiated procurement which was again published in the PhilGEPS and CCP websites. But no bid was received in due time. The **CCP BAC** then declared, for the third time, a failure of bidding on January 5, 2018;

WHEREAS, on February 15, 2019, the **CCP BAC** proceeded with the posting in the PhilGEPS and in the **CCP Website** the Notice for Negotiated Procurement - Two (2) Failed Biddings, for the same project;

WHEREAS, after the post-evaluation of the submitted Bid Documents by the Technical Working Group and the **CCP BAC**, the proposal of the **CONTRACTOR** has been found to be the responsive bid and is deemed acceptable and advantageous to the **CCP**;

WHEREAS, the **CCP BAC** in its **Resolution No. 2019-12** dated May 29, 2019 has recommended to award the contract for the **Procurement of the Design, Development and Installation of CCP Encyclopedia of Philippine Art Applications in Web, Mobile and Interactive Multi-Touch Panels** to the **CONTRACTOR** which was approved by the President of the Cultural Center of the Philippines;

WHEREAS, a Notice of Award dated May 31, 2019 was issued to the **CONTRACTOR** for the Procurement of the Design, Development and Installation of **CCP Encyclopedia of Philippine Art Applications in Web, Mobile and Interactive Multi-Touch Panels** to be delivered within six (6) months after the issuance of the Notice to Proceed for the total Contract Price of **Four Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos (PHP 4,499,999.00)**, inclusive of VAT.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and covenant as follows:

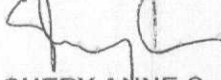
1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract (GCC) and in the Special Conditions of the Contract (SCC) hereto attached;
2. The following documents shall be made integral part of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by the provisions of relevant laws, codes, ordinances, rules and regulations of the government:
 - a. Conditions of the Contract (General and Special);
 - b. Invitation to Apply and Eligibility to Bid (IAEB);
 - c. Eligibility requirements, documents, and/or statements;
 - d. Performance Security;
 - e. Entity's Notice of Award dated May 31, 2019 and winning bidder's "Conforme";
 - f. BAC Resolution No. 2019-12 dated May 29, 2019;
 - g. Post-Qualification Documents submitted by the Bidder;
 - h. Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - i. Bid Documents pages 1-94; and
 - j. Terms of Reference; and
 - k. Bid Bulletin
3. In consideration of the payments to be made by the **CCP** to the **CONTRACTOR**, the **CONTRACTOR** hereby agrees with the **CCP** to provide the goods and services and to remedy defects therein to conform in all respects with the provisions of the Contract. In particular, the **CONTRACTOR** shall deliver at the Cultural Center of the Philippines, Roxas Boulevard, Pasay City, not later than six (6) months upon issuance of the Notice to Proceed, the **CCP Encyclopedia of Philippine Art Applications**, including the source code for the following platforms:
 - a. Website
 - b. Mobile App for Android and iOS
 - c. Digital Interactive Multi-Touch Panels
4. The **CONTRACTOR** should also provide trainings and tutorial sessions on how to update and upload additional content to all the platforms so that **CCP** can customize and update the website, mobile app and the digital installation regularly. All entries, articles and audio-visual materials, design and user interface of the website, mobile app and interactive touch panels are owned by the **CCP**.
5. The **CONTRACTOR** shall pay a penalty of **PHP 600.00** for each day of delay which shall be deducted from the remaining balance in addition to the liquidated damages as provided for under Section 19 of the General Conditions of the Contract (GCC).
6. **CCP** hereby covenants to pay the **CONTRACTOR** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price of **Four Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos (PHP 4,499,999.00)**, inclusive of VAT, payable under the provisions of this Contract in the following manner:
 - a. Upon completion of design and development of **EPA** website, **EPA** mobile app and **EPA** digital installation software – 35%
 - b. Upon completion of uploading of content of the **EPA** website, **EPA** mobile app and **EPA** digital installation and upon delivery and set-up of the multi-touch panels of the **EPA** digital installation – 35%
 - c. Upon completion of turnover, upload tutorial and submission of source code for all platforms – 30%

7. Intellectual property rights of the soft copy of the Encyclopedia of Philippine Art is owned by the CCP. Uploading, replicating, and other means of reproduction and distribution of the materials, such as, but not limited to, articles, photos and volumes without CCP's written consent is strictly prohibited. Should the CONTRACTOR be found guilty of violating this agreement, the CONTRACTOR shall be held liable and punishable under the Philippine law.
8. The CONTRACTOR warrants one (1) year for content revision and one (1) year for digital installation equipment. The CONTRACTOR shall provide all warranty information upon delivery.
9. The CONTRACTOR agrees to pay taxes in full and on time and that failure to do so will entitle the CCP to suspend payment for any goods or services delivered by it. Moreover, the CONTRACTOR shall regularly present, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue as well as copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.
10. In case of suit arising out of this agreement, the exclusive venue shall be the court in Pasay City.

IN WITNESS WHEREOF, the Parties have hereunto caused this Contract to be signed, this _____ day of _____ 2019, at Pasay City.

I-ASIATIC INNOVATIONS PHILS. INC.

By:

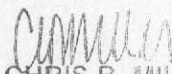

SHERY ANNE S. CU
 President

CULTURAL CENTER OF THE PHILIPPINES

By:


ARSENIO J. LIZASO
 President

Signed in the presence of:


CHRIS B. MILLADO
 Vice President and Artistic Director
 Cultural Center of the Philippines

 I-Asiatic Innovations Phils. Inc.

Within Budget


ASUNCION E. ESMERO, DBA
 Department Manager III, FSD

50299990-02-09 / 10/19

BUR 16 -

999-08/10/19

008

ACKNOWLEDGMENT

Republic of the Philippines }
Pasay City **PASAY CITY** } s.s.

BEFORE ME, a Notary Public for and in the above-jurisdiction this 18 day of AUG 2019, 2019, personally appeared the following person and presented to me competent proof of his identity:

NAME	COMPETENT EVIDENCE OF IDENTITY		
ARSENIO J. LIZASO	Passport No. EC6243049	17 Dec 2015 - 16 Dec 2020	Manila

known to me and to me known to be the same person who executed the foregoing instrument, he acknowledged before me that the same is his free and voluntary act and deed, as well as that of the institution he represents.

This instrument, consisting of five (5) pages including this page whereon this acknowledgment is written, refers to a Contract between the I-Asiatic Innovations Parts, Inc. and the Cultural Center of the Philippines, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on the left hand margin of each and every page thereof.

WITNESS MY HAND AND SEAL at the date and place first above written.


Notary Public

JORGE E. MISA
 Notary Public for the City of Pasay
 Commission Expires until December 31, 2020
 Commission No. 25562
 PTA No. 01-03/19 Makati City
 IBP No. 07719 Makati City Chapter
 Cultural Center of the Philippines Administration Bldg.,
 CCP Complex, EDSA Boulevard, Pasay City
 MCLE Certificate No. VI-0007726 - 04 April 2018

Doc No. 68
Page No. 11
Book No. 1
Series of 2019

Handwritten mark

ACKNOWLEDGMENT

Republic of the Philippines }
Pasay City } s.s.
MANDALUYONG CITY

BEFORE ME, a Notary Public for and in the above-jurisdiction AUG 16 2019 of 2019, personally appeared the following person and presented to me competent proof of her identity:

NAME	COMPETENT EVIDENCE OF IDENTITY		
SHERY ANNE S. CU	Passport No. <u>EC3233887</u>	<u>29 Mar 20</u>	<u>DFA NCR EAST</u>

known to me and to me known to be the same person who executed the foregoing instrument, she acknowledged before me that the same is her free and voluntary act and deed, as well as that of the institution she represents.

This instrument, consisting of five (5) pages including this page whereon this acknowledgment is written, refers to a Contract between the I-Asiatic Innovations Phils. Inc. and the Cultural Center of the Philippines, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on the left hand margin of each and every page thereof.

WITNESS MY HAND AND SEAL at the date and place first above written.

[Signature]
Notary Public

Doc No. 326
Page No. 63
Book No. 86
Series of 2019

JAMES K. ABUGAN
NOTARY PUBLIC
R. No. 0442-19
Exp. Dec 31, 2020
R. No. 51567 Sept. 28, 2018
R. No. 26890 Lifetime
R. No. 0012875 Until 4/14/2022
R. No. 115-239-956
R. No. 3811514/1-3-2019
R. No. 531-40-90