



CONTRACT
FOR THE

“CCP MAIN BUILDING RAMP STRUCTURAL RETROFITTING”

This CONTRACT made the ^{SEP} day of 17 2020 between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government-owned and -controlled corporation, existing by virtue of Presidential Decree 15, as amended, with principal office address at CCP Complex, Roxas Boulevard, Pasay City, represented by its President, **ARSENIO J. LIZASO**, duly authorized for this purpose under Board Resolution No. L-279, Series of 2017 (marked Annex “A”), hereinafter referred to as “**CCP**”;

and

MR. ROVE PAULO T. YU, of legal age, Filipino, and doing business under the name and style “**P.L.G.L. CONSTRUCTION**”, with principal office address at Block 1 Lot 10 Greenwoods Executive Village, Phase 9, Milflores St. Sta. Ana Taytay, Rizal, hereinafter referred to as the “**CONTRACTOR**”.

ANTECEDENTS:

WHEREAS, the CCP’s Bids and Award Committee (BAC) invited Bids for the “CCP Main Building Ramp Structural Retrofitting” hereinafter referred to as **Project** located at CCP Complex, Roxas Boulevard, Pasay City.

WHEREAS, under the CCP-BAC Resolution No. 01-2020 marked as Annex “B”, the CCP-BAC accepted and recommended for approval the Bid of the **CONTRACTOR** in the sum of **Twelve Million Two Hundred Five Thousand Three Hundred Seventy Seven Pesos and 28/100 (Php 12,205,377.28)**, inclusive of Value Added Tax (VAT), hereinafter called “**CONTRACT PRICE**”

WHEREAS, the CCP Management approved the recommendation of the BAC.

THUS, the parties agree:

1. In this **CONTRACT**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this **CONTRACT**, to wit:

- (a) Terms of Reference;
- (b) Copy of Advertisement of Invitation to Apply for eligibility and to Bid;
- (c) Results of Eligibility Check/screening;
- (d) Bidding Documents (Instruction to Bidders, Bid Data Sheet, Checklist Form, Bid Form, and Contract Agreement Form);
- (e) Contractor's Bid, including the Technical and Financial Proposals
- (f) Contractor's Eligibility Documents;
- (g) Schedule of Requirements;
- (h) Technical Specifications;
- (i) General Conditions of Contract;
- (j) Special Conditions of Contract;
- (k) Minutes of Pre-Procurement Conference Meeting;
- (l) Minutes of Pre-Bid Conference Meeting;
- (m) Supplemental Bulletins;
- (n) Abstract of Bid (Evaluation of Bid);
- (o) Post-Qualification Report of the Technical Working Group;
- (p) Notice of Post Qualification/Evaluation;
- (q) BAC Resolution
- (r) Notice of Post Evaluation;
- (s) Notice of Submission of Post Qualification Documents;
- (t) Notice of Award;
- (u) Performance Security;
- (v) Program of Work/Methodology and Detailed Estimate;
- (w) Organizational Chart
- (x) Notice to Proceed;
- (y) Detailed Breakdown of the Approved Budget for the Contract (ABC);
- (z) Detailed Breakdown of the Contract Cost / Bill of Quantities;
- (aa) Evidence of Invitation of Three (3) Observers; and
- (bb) Other Contract documents that may be required by existing laws and/or CCP.

3. In consideration of the payment to be made by CCP to CONTRACTOR of the Contract Price in the manner and under the terms hereinafter provided, CONTRACTOR undertakes to perform the works necessary to complete the Project and remedy the defects therein in conformity with the provisions of this CONTRACT.

4. PAYMENT:

- (a) Payments shall be made only upon a Certification by the CCP President to the effect that the Project have been rendered or delivered in accordance with the terms of this CONTRACT and have been duly inspected and accepted by CCP.

All payments are subject to the actual fund released by the Department of Budget and Management (DBM) to CCP.

- (b) CONTRACTOR's request(s) for payment shall be made to CCP in writing, accompanied by an invoice describing, as appropriate, the Works delivered and/or performed, and by documents submitted pursuant to the Special Condition of the Contract (SCC) provision for General Condition of the Contract (GCC), and upon fulfillment of other obligations stipulated in this CONTRACT.

- (c) Pursuant to the item (b), payments shall be made by the CCP within twenty eight (28) days after issuance of Certificate of Completion and Acceptance by the CCP to the CONTRACTOR.

5. ADVANCE PAYMENT AND TERMS OF PAYMENT:

- (a) Advance payment shall be made only after prior approval of the CCP President, and shall not exceed fifteen percent (15%) of the Contract amount.
- (b) All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the CCP President.
- (c) CONTRACTOR will be paid on a fixed fee under the following schedule:
- 1) Fifteen percent (15%) of the Contract Price – upon perfection of the CONTRACT and acceptance of the Notice to Proceed, CONTRACTOR is entitled to the claim for advance payment equivalent to fifteen percent (15%) of the total CONTRACT Price, provided CONTRACTOR priorly submits and posts an irrevocable standby letter of credit or bank guarantee acceptable to CCP issued by a Universal or Commercial Bank or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the CCP. The irrevocable letter of credit or bank guarantee must be for an equivalent amount as the advance payment, it shall remain valid until the Project is completed/delivered, and accompanied by a claim for advance payment;
 - 2) Fifty Percent (50%) of the Contract Price less advance payment (net of advance payment for item 5-b above) – upon completion of 50% of the Project and submission of progress accomplishment report showing 50% completion;
 - 3) Fifty Percent (50%) of the Contract Price - final billing upon completion of all work requirements, submission of all reports approved by CCP, and issuance of final acceptance by the CCP;
 - 4) Final payment shall be made by CCP to CONTRACTOR not later than twenty eight (28) days after full completion of all works subject of this CONTRACT and upon Final Acceptance of the same to be issued in writing by the CCP, upon submission by CONTRACTOR of its invoice or claim for payment, sworn statement certifying that all taxes due from it and all obligations for materials used and labor employed in connection with this CONTRACT have been fully paid, and upon submission of complete and necessary documentary requirements subject of this CONTRACT;
 - 5) All payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to CONTRACTOR prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as

completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor:

- 6) Before any payments are made, CCP may require CONTRACTOR to submit additional documents before payments are made, as may be necessary and proper in accordance with the Commission on Audit (COA) rules and regulations, to effect payment.

6. WARRANTY:

- (a) CONTRACTOR warrants that the completion of the works including any change order thereto shall be in accordance with the plans and specifications and other documents of this CONTRACT.
- (b) CONTRACTOR shall guarantee its work and materials for a period of ten (10) years from the date of completion and acceptance. CONTRACTOR will replace or repair any defects of which they are notified during that period which may appear because of faulty workmanship or materials furnished under the specifications at no additional cost to CCP. CONTRACTOR shall issue a Warranty Certificate prior to Final Acceptance of the project

CONTRACTOR shall provide after sales service and support during the warranty period and all reported defects shall be satisfactorily repaired/replaced by CONTRACTOR within 24 hours after receipt of a verbal and/or written notice from the CCP.

- (c) CONTRACTOR shall post a warranty security in accordance with any of the following:
 - 1) Cash or Letter of Credit issued by a Universal or Commercial Bank equivalent to five percent (5%) of the CONTRACT price: Provided, however, that the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;
 - 2) Bank guarantee confirmed by a Universal or Commercial Bank equivalent to ten percent (10%) of the CONTRACT price;
 - 3) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the CONTRACT price.

The warranty security shall be effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by the CCP, and returned only after the lapse of the said one (1) year period.

- (d) CCP property which may be damaged as a result of the implementation of the project must be restored to its original condition or replaced by CONTRACTOR at no cost to CCP. If the property could not be restored or replaced, CONTRACTOR shall pay for the value of the property damaged. The

value of the property shall be determined by CCP. The restoration or correction period is included in the Ninety (90) Calendar Days duration of the project.

7. RESOLUTION OF DISPUTES:

Any and all disputes, controversy or claim arising out of or relating to this CONTRACT, or the breach, termination or invalidity thereof shall be submitted to arbitration in the Philippines according to the provision of Republic Act No. 876 otherwise known as the "Arbitration Law" as amended by Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004." Provided, however, that disputes that are within the competence of the Construction Industry Arbitration shall be incorporated as a provision in this CONTRACT. Provided, further, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

8. PERFORMANCE SECURITY:

- (a) CONTRACTOR shall at its own expense, post an annual Performance Security in favor of CCP and in accordance with the provisions of RA 9184 to guarantee the performance of any and all of CONTRACTOR's obligations under this CONTRACT and TOR. The Performance Security may be in any of the forms listed below and callable upon demand:
- 1) Ten percent (10%) of the Total CONTRACT Price: Cash or cashier's/manager's check, Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
 - 2) Thirty percent (30%) of the Total CONTRACT Price: Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

This is conditioned that CONTRACTOR shall fully, satisfactorily and faithfully perform its undertaking and obligations under this CONTRACT. The Performance Security shall remain effective during the term of the CONTRACT to answer for whatever obligations/liabilities which CONTRACTOR may incur under this CONTRACT.

- (b) The said Performance Security shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of applicable laws; or any liability which may be incurred by reason of the violation by CONTRACTOR of the Labor Code of the Philippines and other social legislations. The CCP shall, however, be reimbursed for the total sum it may have advanced for any damages or liabilities covered by the bond.

LIQUIDATED DAMAGES:

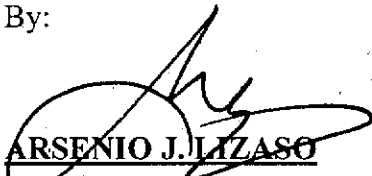
- (a) CONTRACTOR shall pay liquidated damages to CCP for each day that the Completion Date is later than the Intended Completion Date or Duration of the Project. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. CCP may deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this CONTRACT, CCP may rescind or terminate this CONTRACT, without prejudice to other courses of action and remedies available under the circumstances.
- (b) If the Intended Completion Date or Duration of the Project is extended after liquidated damages have been paid, the Project Engineer/s of CCP shall correct any overpayment of liquidated damages by CONTRACTOR by adjusting the next payment certificate.
- (c) It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages, CCP shall not be required to prove that it has incurred actual damages. In case CCP becomes entitled to the liquidated damages provided herein, it shall be authorized to deduct the amount of such liquidated damages from any money due or which may become due to CONTRACTOR including the Performance Security specified in Article 8.
- (d) In no case however, shall the total sum of liquidated damages exceed ten percent (10%) of the total CONTRACT price, in which event the CONTRACT shall automatically be taken over by CCP or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that CONTRACTOR shall pay the government under the provisions of this clause and impose other appropriate sanctions.
- (e) In case of breach or violation by CONTRACTOR of its obligations and undertakings under this CONTRACT (aside from the delays stated above), the CONTRACTOR shall pay the CCP the sum of PESOS: ONE HUNDRED FIFTY THOUSAND (Php150, 000.00) as and by way of liquidated damages for every violation. The damages herein provided are fixed and liquidated and CCP shall not be required to prove that it has incurred actual damages. In case CCP becomes entitled to said liquidated damages, CCP may deduct the amount from any and all money and amounts due or which may become due to CONTRACTOR under this CONTRACT or any agreement and /or collect such amount from CONTRACTOR's performance bond, whichever is convenient to CCP, and without prejudice to CCP's remedies under this CONTRACT or applicable laws.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED by the PARTIES on SEP 17 2020, at Manila City, Philippines.

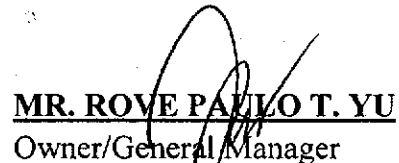
For CCP

By:



ARSENIO J. LIZASO
President

For CONTRACTOR

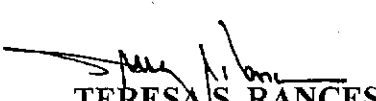
By:


MR. ROVE PAOLO T. YU
Owner/General Manager

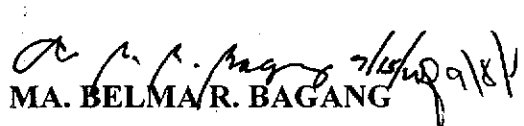
Signed in the presence of:


RODOLFO G. DEL ROSARIO
Vice-President for Administration
RR

End-User:


TERESA S. RANCES
Department Manager III
Administrative Services Department

~~WITHIN BUDGET~~


MA. BELMA R. BAGANG
Officer-In-Charge

Finance Services Department

10604010 (06) P12,205,977.28 P1

Form **20-09-1508**

ACKNOWLEDGEMENT

Republic of the Philippines)
City of MANILA) s.s.

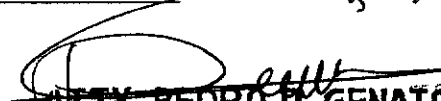
BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
ARSENIO J. LIZASO	Passport ID No. EC 6243049	December 16,2020

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 MANILA 2020 in MANILA City.

Doc. No. 283 ;
Page No. 57 ;
Book No. 13 ;
Series of 2020


ATTY. PEDRO D. GENATO
NOTARY PUBLIC UNTIL DEC.31, 2020
NOTARIAL COMMISSION 2018-011
IBR # 012432 PASIG 7-27-17 UNTIL 2019
PTR # MLA9112244-1-3-2020
ROLL # 12088, TIN # 132-436-687
MCLE COMPL. NO. V-0005232 UNTIL 1-3-20

ACKNOWLEDGEMENT

Republic of the Philippines)
City of MANILA) s.s.


BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
ROVE PAULO T. YU		

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 17 2020 2020 in MANILA City.

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REP # 012432 PASIG 7-27-17 UNTIL 2019
STR # MLA9112244-1-3-2020
ROLL # 12088, TIN # 132-436-687
SOLE COMPL. NO. V-0005232 UNTIL 1-3-20



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

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

SECRETARY'S CERTIFICATE

I, BELEN O. SALUMBIDES, of legal age, single, with office address at the Office of the Government Corporate Counsel (OGCC), 3rd Floor, MWSS Building, Katipunan Road, Balara, Quezon City, after having been sworn to in accordance with law, do hereby declare that I am the acting Corporate Secretary of the Cultural Center of the Philippines (CCP) and as such, do hereby certify that:

1. In the Regular Meeting of the CCP Board of Trustees held on 13 June 2017 at the CCP Boardroom, CCP Complex, Roxas Boulevard, Pasay City wherein a quorum was present and acted throughout, the Board of Trustees passed unanimously the following resolution to wit:

RESOLUTION ON ELECTION OF CCP PRESIDENT
CCP Board Resolution No. L-279
Series of 2017

RESOLVED that, after an election of the CCP President by this Board held pursuant to its CCP Charter and its Implementing Rules and Regulations in relation to Section 18 of Republic Act 10149 or the GOCC Governance Act of 2011, Trustee Arsenio J. Lizaso, on the strength of the President of the Philippines, Rodrigo Roa Duterte's nomination as CCP's President and CEO, was unanimously elected as President and shall take office immediately upon such appointment.

RESOLVED FURTHER that as CCP's President, he shall have the general management and supervision of the affairs of the CCP and shall have the power and duties customarily incidental to his office, and such other powers as may be given by the Board of Trustees. He shall



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

be responsible to the Board of Trustees for the efficient operation of CCP and shall make periodic reports to the Board pursuant to Section 3.1.1 of the 2006 CCP's Rules and Regulations.

RESOLVED FINALLY that as CCP's President, he is appointed as the authorized signatory for all CCP's checks in order to execute the efficient operation of CCP.

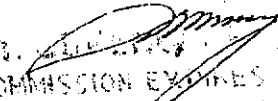
This Secretary's Certificate is issued for whatever legal purpose it may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 22nd day of June 2017 at Quezon City, Philippines.


BELEN O. SALUMBIDES
Acting Corporate Secretary

SUBSCRIBED AND SWORN to before me this 22nd day of June 2017, affiant exhibiting to me her OGCC ID No. 0036.

Doc. No. 410;
Page No. 22;
Book No. 11;
Series of 2017.


OGCC ID NO. 0036-2015 PASAY CITY
ROLL NO. 1904
SER. NO. 1977 446-0 11 21/2015 Q.C
FILE COMPLIANCE NO. 7-000576 Q
4th SS BLDG. WASSCO BASEMENT KATIPUN RD #
QUEZON CITY