

Cultural Center of the Philippines

SAN PULONG PANGKULTURANG PHILIPPINAS

BIDS AND AWARDS COMMITTEE RESOLUTION NO. 2017-02

SUPPLY OF LABOR, TOOLS AND EQUIPMENT AND MATERIALS FOR THE REPAIR OF TRAVERTINE TILES CLADDING AT CCP MAIN BUILDING FACADE

The Cultural Center of the Philippines Bids and Awards Committee (CCPBAC) published on October 7, 2016 in the Government Electronic Procurement System (PhilGEPS) as mandated by Executive Order No. 40 and R.A. 9184, and in the CCP Website, the Invitation to Bid for the project "Supply of Labor, Tools and Equipment and Materials for the Repair of Travertine Tiles Cladding at CCP Main Building Facade" with an ABC of *Eleven Million Four Hundred Eighty-Nine Thousand Two Hundred Eight Pesos and 35/100 (Php 11,489,208.35)*

WHEREAS, on October 27, 2016, the CCPBAC and the Technical Working Group (TWG) members conducted a Pre-Bid Conference with one (1) bidder in attendance;

WHEREAS, the CCPBAC and the TWG members scheduled the Bid Opening on 27 October 2016 with one (1) participating bidder in attendance. The sealed envelopes were opened based on the procedures prescribed in the ITB;

WHEREAS, below are the details of the bid submitted by the bidder;

Name of Bidder/s	Amount of Bid	Amount of Bid Security/Form
Syndtite Construction Corp.	Php 11,317,062.60	Bid Securing Declaration

WHEREAS, after post evaluation of the submitted bid documents by the TWG and the CCPBAC, Syndtite Construction Corp. was found to be the single qualified responsive bidder;

WHEREFORE, considering the proposal of **Syndtite Construction Corp.**, is deemed acceptable and advantageous to the CCP, it is THEREFORE, resolved by the CCPBAC to recommend the award of the project "SUPPLY OF LABOR, TOOLS AND EQUIPMENT AND MATERIALS FOR THE REPAIR OF TRAVERTINE TILES CLADDING AT CCP MAIN BUILDING FACADE" with a contract price of *Eleven Million Three Hundred Seventeen Thousand Sixty Two Pesos and 60/100 (Php 11,317,062.60)*, to the said proponent.

Approved and signed this 6th day of January 2017.


LILIA C. JANUARE
Member


NORBERTO SOBERANO
Member


MARK JONES MEDINA
Member


LUTHER TERNAL
Member



MA. JASMIN TRESVALLES
Member


CARMENCITA J. BERNARDO
Co-Chairperson


EVA MARI DG. SALVADOR
Chairperson

Approved by:


RAUL M. SUNICO, Ph.D.
President

Received orig.:

1-12-17



Cultural Center of the Philippines

NOTICE OF AWARD

10 January 2017

MR. ROSANNO TAGALA
CEO/Manager
SYNDTITE CONSTRUCTION CORPORATION
179 Australia St., Upper Banlat
Tandang Sora, Quezon City
Tel No. (02) 930 1337

Dear Mr. Tagala:

The Bids and Awards Committee hereby awards in your favor the contract for the project "Supply of Labor, Tools and Equipment and Materials for the Repair of Travertine Tiles Cladding at CCP Main Building Façade" in the amount of **Eleven Million Three Hundred Seventeen Thousand Sixty Two Pesos and 60/100 (PhP11,317,062.60), inclusive of VAT.**

Please be informed that within ten (10) calendar days after your receipt of Notice of Award, you are hereby required to submit the Performance security in the form and amount stipulated in the Instruction to Bidders

Failure to provide performance security shall constitute sufficient ground for the cancellation of the award and forfeiture of the bid security.

Please be guided accordingly

Thank you.

Very truly yours,

RAUL M. SUNICO, Ph. D.
President

Conforme:

Name of Bidder: MARYBELLA T. MARICEL

Date: 10 JAN 2017



CONTRACT
FOR THE
SUPPLY OF LABOR, TOOLS AND EQUIPMENT, AND MATERIALS FOR THE
REPAIR OF TRAVERTINE TILES CLADDING AT
CCP MAIN BUILDING FACADE

THE PUBLIC IS INFORMED:

This CONTRACT is executed on FEB 06 2017, 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, **RAUL M. SUNICO, Ph.D.**, duly authorized for this purpose under Board Resolution No. L-014, Series of 2010 (marked Annex "A"), hereinafter referred to as "CCP";

and

SYNDTITE CONSTRUCTION CORPORATION., a private corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 179 Australia St., Upper Banlat, Tandang Sora, Quezon City, represented by its President, **ROSANNO C. TAGALA**, duly authorized for this purpose under Board Resolution No. 002, Series of 2017 (Annex "B"), hereinafter referred to as the "CONTRACTOR".

ANTECEDENTS

CCP's Bids and Award Committee (BAC) invited Bids and after the bidding process was completed, CCP awarded to the CONTRACTOR the prosecution and completion of "Supply of Labor, Tools and Equipment, and Materials for the Repair of Travertine Tiles Cladding at CCP Main Building Facade" (The Project). The CONTRACTOR which is a lone bidder submitted the responsive and complying bid and was awarded The Project through BAC Resolution No. 2017-02 dated January 6 2017.

ACCORDINGLY, the PARTIES agree as follows:

ARTICLE I
THE ENTIRE CONTRACT

- 1.1 In this **CONTRACT** words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract.
- 1.2 The following documents shall be deemed to form, be read and construed as part of this **CONTRACT**, viz:
 - A. Terms of Reference;

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- B. Drawings/Plans/Specifications;
- C. Copy of Advertisement of Invitation to Apply for eligibility and to Bid;
- D. Results of Eligibility Check/screening;
- E. Bidding Documents (Instruction to Bidders, Bid Data Sheet, Checklist Form, Bid Form, Contract Agreement Form, and Special and General Condition of the Contract);
- F. Minutes of Pre-Procurement Conference Meeting;
- G. Minutes of Pre-Bid Conference Meeting;
- H. Supplemental Bulletins;
- I. Bidder's Eligibility and Technical Documents including the following annexes;
 - a. Registration Certificate from SEC or DTI
 - b. Valid Mayor's Permit/ Business Permit
 - c. PCAB License
 - d. Statement of On-going and Completed Government and Private Project
 - e. Audited Financial Statement
 - f. Net Financial Contracting Capacity (NFCC)
 - g. Bid Security
 - h. Conformity with the Technical Specification
 - i. Omnibus Sworn Statement
 - j. Tax Clearance
 - k. Credit line/Cash Deposit Certificate, if any
 - l. Contractor's All Risk Insurance, if any
 - m. Construction Methodology
 - n. List of Equipment
 - o. Organizational chart
- J. Abstract of Bid (Evaluation of Bid);
- K. Bidder's Financial Proposal (Bid Form);
- L. Post-Qualification Report of the Technical Working Group;
- M. Notice of Post Qualification/Evaluation;
- N. BAC Resolution No. 2017-02 declaring the winner;
- O. Post Qualification Documents;
 - a. Latest Income Tax Return
 - b. Certificate of PhilGEPS Registration
- P. Notice of Award;
- Q. Performance Security;
- R. Program of Work and Detailed Estimate;
- S. Notice to Proceed;
- T. Detailed Breakdown of the Approved Budget for the Contract (ABC);
- U. Detailed Breakdown of the Contract Cost / Bill of Quantities;
- V. Evidence of Invitation of Three (3) Observers.

ARTICLE II
SCOPE OF THE PROJECT

- 2.1 The Scope of the Project shall be the repair of travertine tiles cladding of the CCP Main Building façade/parapet including the repair of its structural supports, hangers and soffit. It also includes the supply of all the materials, equipment, tools, labor, technical expertise and supervision to complete the project.

**ARTICLE III
DURATION OF THE PROJECT**

- 3.1 Duration of the Projects shall be One Hundred Fifty (150) calendar days to be reckoned on the actual day of commencement of the Project. It is understood that the actual work shall commence within a seven (7) calendar days from receipt by the CONTRACTOR of the Notice to Proceed.

The CONTRACTOR shall submit a Gantt Chart or Program of Work, List of Tools and Equipment to be used, and List of all Personnel who will work on the Project before the actual commencement of work, for approval by CCP.

- 3.2 The One Hundred Fifty (150) calendar days exclude regular holidays or unworkable days due to force majeure, disasters, severe weather conditions, theater unavailability and/or other similar circumstances.

In case of unworkable days due to theater unavailability, the CCP shall inform the CONTRACTOR in writing of the dates when the happening of such event takes place.

- 3.3 In the event the CONTRACTOR is unable to complete the Project for justifiable reasons, it may be allowed an extension of another fifteen (15) days without penalty, provided it secures the prior written approval from CCP six (6) days before the expiration of CONTRACT of the Project.

The CCP shall not unreasonably withhold its consent and shall act on the CONTRACTOR's request within three (3) working days from receipt thereof.

**ARTICLE IV
CONTRACT PRICE**

- 4.1 For and in consideration of the faithful and satisfactory performance of the accomplishment of the project, the CCP agrees to pay the CONTRACTOR the total amount of **ELEVEN MILLION THREE HUNDRED SEVENTEEN THOUSAND SIXTY TWO PESOS AND 60/100 ONLY (PhP 11,317,062.60)**, inclusive of VALUE ADDED TAX (VAT).

**ARTICLE V
TERMS OF PAYMENT**

- 5.1 Payments shall be made only upon a Certification by the CCP President to the effect that services/goods have been rendered or delivered in accordance with the terms of this CONTRACT and have been duly inspected and accepted by CCP.
- 5.2 The CONTRACTOR's request(s) for payment shall be made to the CCP in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this CONTRACT.

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- 5.3 Pursuant to Section 5.2, payments shall be made by the CCP within a reasonable period after submission of an invoice or claim by the CONTRACTOR.
- 5.4 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the President.
- 5.5 Upon perfection of the CONTRACT and acceptance of the Notice to Proceed, the CONTRACTOR is entitled to claim for advance payment amounting to **ONE MILLION SIX HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED FIFTY NINE PESOS AND 39/100 ONLY (PhP 1,697,559.39)** equivalent to Fifteen Percent (15%) of the total CONTRACT Price, provided the CONTRACTOR submits and posts an irrevocable standby letter of credit or bank guarantee acceptable to the CCP issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount as the advance payment, it shall remain valid until the services/goods are delivered, and accompanied by a claim for advance payment
- 5.6 The CONTRACTOR shall submit the progress billing and Statement of Work Accomplished (SWA) in accordance with the following the terms and/or mode of payment, to wit:
- A. Fifty percent (50%) of contract price - upon completion of Fifty percent (50%) of work requirements of the Project including submission of accomplishment reports.
 - B. Fifty percent (50%) of contract price – Final billing upon completion of all work requirements of the Project and issuance of final acceptance by the CCP.
- 5.7 Final payment shall be made by the CCP to the CONTRACTOR within a reasonable period 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 and upon submission by the CONTRACTOR of its 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.
- 5.8 All payments shall be subject to ten percent (10%) retention and shall only be released upon issuance of completion and acceptance and receipt of a warranty bond as stipulated in Article VIII pursuant to existing government accounting and auditing rules and regulations.
- 5.9 Before any payments are made, the CCP may require the CONTRACTOR to submit additional documents as may be necessary and proper in accordance with the Commission on Audit (COA) rules and regulations, to effect payment.

ARTICLE VI INSPECTION

- 6.1 Regular inspection shall be conducted by CCP Project Engineer for proper monitoring and confirmation of compliance by the CONTRACTOR with the CONTRACT specifications. All defective works determined by the CCP Project Engineer during the inspection must be corrected immediately by the CONTRACTOR at no cost to the CCP.

- 6.2 Final inspection with the CCP Project Engineer will be done upon submission of Notice of Inspection and Turn-over from the CONTRACTOR. All defective works and materials/equipment which may be found during the inspection must be corrected at no cost to and to the satisfaction of the CCP.

**ARTICLE VII
SCOPE OF WORK AND TECHNICAL SPECIFICATION**

- 7.1 All works shall be done by the CONTRACTOR in accordance with the specified Scope of Work herein. The Scope of Work shall include all provisions for labor, tools, materials, and pieces of equipment as necessary to complete the Project: Specifically, the CONTRACTOR shall:
- A. Prepare and submit a Gantt Chart or Program of Works with installation methodology prior to commencement of work.
 - B. Submit a list of personnel and tools and equipment to CCP before the commencement of work.
 - C. Conduct proper planning and safety orientation for all personnel involved in the project including the end-user.
 - D. Be in close coordination with the CCP Administrative Services Department representative (Project Engineer) during the entire implementation and completion of the project.
 - E. Submit design plans, specifications or shop drawings detailing the installation process of the new travertine tiles for evaluation and approval of the CCP before implementation.
 - F. Mobilization/Delivery:
 - 1. Conduct ocular inspection and site evaluation to determine all possible queries and conditions prior to the commencement of works, with CCP designated personnel present.
 - 2. Construct temporary facility (barracks) for the equipment and personnel intended for the project. The CCP Project Engineer will designate an area for the temporary facility.
 - 3. Take charge of mobilization/delivery of all materials, equipment and personnel for the implementation of the project, including setting of safety signage/devices, enclosure the project site, and securing storage room/area. This includes the following:
 - a. Gondola
 - b. Standard scaffoldings (minimum of 100 sets)
 - c. Boom truck (lifting equipment)
 - d. Pressure washers (3 units)

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- e. Safety nets
 - f. Cleaning agent (diluted chemical cleaning solution, alkaline base liquid cleaning solution and anti-algae cleaning solution)
4. Delivery and storage of materials intended for the project must be properly coordinated by the CONTRACTOR with CCP-Administrative Services Department Project Engineer. Delivery and storage of materials shall be made properly to avoid inconvenience to the CCP personnel and the general public. The CCP shall designate an area to be used for storage.

G. Demolition/Dismantling Works (See attached Façade Elevation Layout):

1. Installation of safety nets and safety enclosures with painted metal sheets.
2. Erection of scaffoldings and safety supports.
3. Examine carefully the integrity of all existing travertine tiles.
4. Remove carefully all defective and damaged travertine tiles.
5. Remove the lower rows of travertine tiles with different color texture.
6. Remove all defective travertine tiles at the soffit area.
7. Chipping and removal of concrete plaster. Necessary extra precaution must be applied to protect the good travertine tiles.
8. Re-surfacing and cleaning. The surface of the concrete must be free from foreign materials.

H. Installation Works:

1. Drilling of tiles for anchoring and re-anchoring.
2. Installation of tiles bracket and anchor.
3. Installation of the approved new travertine tiles.
4. Plastering of the anchored tiles.
5. Application of sealant to tile joints.

I. Travertine Re-conditioning:

1. Clean the travertine tiles of the entire façade.
2. Anchoring of gondola or boom set-up if necessary.
3. Safety dry run.
4. Apply cleaning agents to loosen dirt, grimes and algae. Submit authentic Material Safety Data Sheet (MSDS) of the cleaning agents before application.
5. Manual rubbing using polishing pad and or flannel cloth to remove water stain.
6. Cleaning thru hydro blasting of exterior façade wall surface to remove dirt, dust, grime and soot.
7. Apply water based pre-sealer.
8. Apply impregnator sealer.

J. Demobilization:

1. Hauling of debris and waste materials.
2. Dismantling of the safety enclosure.
3. Demobilization of equipment and personnel at the project site.

K. Final Inspection and Turnover:

1. Submit a Notice of Inspection/Turnover and Completion reports preparatory to the conduct of the final inspection with the CCP authorized representative and COA representative if required.
2. Correct all defective works as may be found during inspection to the satisfaction of CCP.
3. Submit warranty certificate, detailed costing of the Project and other documents that may be required by CCP to process payment.
4. CCP shall issue a Certificate of Completion and Acceptance after the inspection is satisfied/completed.

7.2 TECHNICAL SPECIFICATIONS:

A. The existing façade cladding material is a marble travertine tile with 22mm thickness (+/-2mm) anchored with stainless/brass bracket.

B. Travertine Tile dimensions (Note: actual measurement is necessary):

1. Front elevation of façade
1.42m x 1.039m
1.00m x 1.42m
2. Right and left elevation of façade
1.039m x 1.42m
1.00m x 1.42m
3. Rear elevation of façade
1.013m x 1.42m
4. Rear ceiling of façade
1.013m x 0.874m @ 45 degrees
1.013m x 0.874m
1.025m x 0.874m
5. Right and left side ceiling of façade
1.00m x 0.874m @ 45 degrees
1.00m x 0.874m
6. Front ceiling/roof façade
1.039m x 0.874 @ 45 degrees
1.00m x 0.874m
7. Front soffit
0.154m x 0.439m
1.00m x 0.439m
8. Right and left side soffit
0.152m x 0.439m
1.00m x 0.439m
9. Rear soffit
1.029m x .0439m
0.65m x .0439m
1.013m x 0.439m
0.186m x 0.439m

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- C. The color and appearance of the marble travertine tiles should match the existing travertine tiles. Treat the tiles if the color does not match with the existing color to balance the look of the facade. The CCP will approve the treatment process and the final color of the tile.
- D. The existing travertine tile is an Italian made, thus, if locally made, the supplied travertine tile shall be equivalent or better specification and duly certified by the manufacturer or supplier. The CONTRACTOR shall present sample for approval by the CCP.

ARTICLE VIII WARRANTY

- 8.1 The 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.
- 8.2 The CONTRACTOR warrants that the materials supplied shall be free from defects for a period of one (1) year reckoned from the issuance of the Notice of Acceptance by CCP and any defect that may be found shall be repaired or replaced by CONTRACTOR at no cost to CCP.
- 8.3 The CONTRACTOR shall post a warranty security in accordance with any of the following:
 - A. 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.
 - B. Bank guarantee confirmed by a Universal or Commercial Bank equivalent to ten percent (10%) of the CONTRACT price.
 - C. 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.

- 8.4 Any 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 the CONTRACTOR at no cost to the CCP. If the property could not be restored or replaced, the CONTRACTOR shall pay for the value of the property damaged. The value of the property shall be determined by the CCP.

ARTICLE IX OBLIGATIONS OF THE PARTIES

9.1 OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

- A. The CONTRACTOR utilizing its resources and technical manpower complement shall accomplish the Project in accordance with requirements, works and programs of the CONTRACT including the repair of defects in workmanship and replacement of defective parts.

B. The CONTRACTOR shall have the following responsibilities:

1. Generally, but without limiting the CONTRACTOR's responsibilities elsewhere stated under this CONTRACT, the CONTRACTOR shall carry out the services stipulated in the specifications, plans and work program.
2. The CONTRACTOR shall be responsible for obtaining and paying for any permits required for this project, if necessary.
3. The CONTRACTOR shall be responsible for supervising and directing the work, using their expertise on the project.
4. The CONTRACTOR shall provide skilled/qualified personnel, safety gadgets and Personnel Protective Equipment (PPE), tools and equipment for the project
5. The CONTRACTOR shall be responsible for providing all miscellaneous hardware needed to complete the project
6. The CONTRACTOR shall allow the inspection team of the CCP full access to the project repair sites and to all documents necessary for the said inspection team to determine compliance with the progress of the project under this CONTRACT.
7. The CONTRACTOR shall assume full responsibility for the safety, protection, security and convenience of its personnel, third parties and the public at large for the entire duration of the Project and the CONTRACT.

C. The CONTRACTOR shall solely be liable for any and all damages and injuries suffered by its employees and third parties as a result of and in connection with the implementation of this CONTRACT and shall hold the CCP free and harmless from any liability arising from said damages and injuries.

D. The CONTRACTOR shall be solely responsible for the loss or damage of any of its equipment, materials and other properties that will be left or kept within the premises of the CCP for the duration of the CONTRACT and until they are finally removed, taken or pulled out.

9.2 OBLIGATIONS AND RESPONSIBILITIES OF THE CCP:

- A. The CCP agrees to pay the amount of the CONTRACT Price and such other amount that may become due the CONTRACTOR in accordance with the terms of this CONTRACT.
- B. The CCP shall provide the CONTRACTOR sufficient working space to facilitate work requirements, subject to existing policies and procedures of the CCP.
- C. The CCP shall provide the CONTRACTOR access with all reports and relevant data such as site plan, data on materials that shall facilitate the completion of the project.

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9.3 MISCELLANEOUS REQUIREMENTS

- A. Safety signs and/or devices must be installed by the CONTRACTOR and displayed in designated and/or conspicuous areas for public information and general safety.
- B. Delivery and storage of materials intended for the project must be properly coordinated by the CONTRACTOR with CCP authorized representatives. Delivery and storage of materials shall be made properly to avoid inconvenience to the CCP personnel or to the public. The CCP shall designate an area to be used for storage.
- C. All deliveries and materials to be used in the project shall be approved by the CCP before application or installation. Such materials should be presented first to the CCP for verification before use.
- D. All works and requirements not expressly included in the scope of work, but are absolutely necessary or are standard practices or requirements in similar installations, shall be considered integral part of the scope of work. The CONTRACTOR shall inform the CCP on all deliveries and materials not included in the scope of work but are necessary in the implementation of the Project.

**ARTICLE X
NON-LIABILITY**

- 10.1 CCP shall not be liable for any loss or damage suffered by the CONTRACTOR resulting from the use of its equipment, nor shall it be liable for any death, injury or damage caused to the CONTRACTOR's employees who shall be tasked to perform the Project.
- 10.2 Either party agrees to hold harmless the other party from any suit, action, claim or demand by any third party for damage to property or bodily injury including death due to any willful act, gross negligence or omission, solely attributable to either party, its employees or personnel, arising from the performance of the undertaking herein.

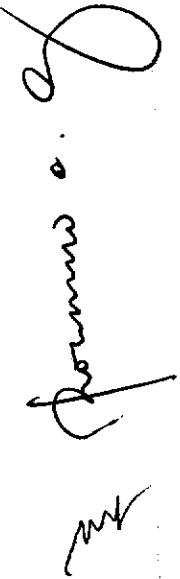
**ARTICLE XI
LIQUIDATED DAMAGES**

- 11.1 Should the CONTRACTOR refuse or fail to satisfactorily complete the work within the duration of the Project as stated in Article III including the duly approved time extensions, if any, and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the CCP for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of CONTRACT, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.
- 11.2 It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages, the CCP shall not be required to prove that it has incurred actual damages. In case the 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 the CONTRACTOR including the Performance Bond specified in Article XIV below.

- 11.3 In case that the delay in the completion of the work exceeds a time duration equivalent to ten percent (10%) of the specified CONTRACT time plus any time extension duly granted to the CONTRACTOR, the CCP may rescind the CONTRACT, forfeit the CONTRACTOR's performance security and takeover the prosecution of the project or award the same to a qualified contractor through negotiated contract.
- 11.4 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 the 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 the CONTRACTOR shall pay the government under the provisions of this clause and impose other appropriate sanctions.
- 11.5 In case of breach or violation by the 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 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.

ARTICLE XII NO-EMPLOYER-EMPLOYEE RELATIONSHIP

-  12.1 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 be responsible for any personal injury including death, or damage to property, 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 its 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 provision.

**ARTICLE XIII
PERFORMANCE SECURITY**

- 13.1 Upon 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 ten percent (10%) of the CONTRACT price in the form of cash or cashier's check/manager's check or bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank or at the rate of thirty percent (30%) of the CONTRACT price if in the form of surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission, conditioned that the CONTRACTOR shall fully, satisfactorily and faithfully perform its undertaking and obligations under this CONTRACT. The performance security shall remain valid until issuance by the CCP of the Certificate of Final Acceptance to answer for whatever obligations/liabilities which the CONTRACTOR may incur under this CONTRACT.
- 13.2 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 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 XIV
INDEMNITY**

- 14.1 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.
- 14.2 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 XV
REPRESENTATIONS AND WARRANTIES**

- 15.1 Both parties represent and warrant that the execution and delivery of this CONTRACT and consummation of the transactions contemplated herein will not contravene any law, and that they have complied with any and every necessary consent and/or approval and the officers signing hereunder are duly authorized to represent them.

**ARTICLE XVI
DISPUTE RESOLUTION**

- 16.1 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.

For this purpose, the parties mutually agree to appoint a single arbitrator within fifteen days from receipt of the demand for arbitration.

**ARTICLE XVII
FORCE MAJEURE**

- 17.1 For the purpose of this CONTRACT "Force Majeure" means an event which is beyond the reasonable control of a Party and which renders a Party's performance of its obligations under the Contract including but not limited to acts of God, acts of Government, acts of terrorism, acts of civil military authorities, fires, strikes, epidemics, war, riot and analogous circumstances.
- 17.2 The failure of the CONTRACTOR to fulfill any of its obligations under this CONTRACT shall not be considered breach of or default under this CONTRACT in so far as such inability arises from an event of Force Majeure, provided that the CONTRACTOR affected by such an event has:
- A. Taken all reasonable precaution, due care and reasonable alternative measures in order to carry out the terms and conditions in the Contract.
 - B. Informed the CCP not later than fifteen (15) days after the happening of any of such event.
- 17.3 All days rendered unworkable by reason of Force Majeure under this Article shall have a corresponding period of extension.

**ARTICLE XVIII
TERMINATION**

- 18.1 The following shall be sufficient grounds for termination of this CONTRACT:
- A. Inability to provide/supply the item and/or services offered and inability of the CONTRACTOR to fulfill its obligations provided or required under this CONTRACT, and other related documents.
 - B. Unreasonable delay on the part of the CONTRACTOR to complete the project in accordance with Article III of this CONTRACT.
 - C. Acts inimical to the public interest.
- 18.2 CCP may terminate the CONTRACT without need of judicial action by sending the CONTRACTOR at least a ten (10) day prior notice to such effect.

- 18.3 The right of the CCP to hold the CONTRACTOR liable for damages shall be without prejudice to the right of the CCP to proceed against the bond and to terminate this CONTRACT for any violation/s such as non-compliance with any of the terms and conditions of this CONTRACT.
- 18.4 These rights and remedies of the Parties under this CONTRACT are in addition to any other rights and remedies provided by law.

ARTICLE XIX VARIATION ORDERS

- 19.1 Variation Orders may be issued by the CCP to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original CONTRACT or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the CONTRACTOR and the CCP after award of the CONTRACT, provided that the cumulative amount of the positive or additive Variation Order does not exceed ten percent (10%) of the original contract price. The addition/deletion of works under Variation Orders should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of either a change order or extra work order.
- 19.2 Any Variation Order shall be subject to pertinent laws, rules and regulations.

ARTICLE XX OTHER PROVISIONS

- 20.1 The CCP may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the CONTRACT. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the CCP concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or CONTRACT schedule, or CONTRACT price, or both, and the CONTRACT shall be modified accordingly.

- 20.2 No modification or amendments of this CONTRACT or any of its provisions shall be valid and binding unless mutually agreed in writing by the parties herein.
- 20.3 Any notices or other communications to be sent or to be served on either party hereto shall be deemed sufficiently served if mailed by prepaid post to other party at its Registered Office or at its address as set out above and shall be deemed to be received by or served upon the party concerned, as the case may be, on the date that such postal communication would usually have been delivered in the normal course of post.




- 20.4 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).
- 20.5 All remedies in this CONTRACT shall be without prejudice to those which may be provided for by law.
- 20.6 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.
- 20.7 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.

**ARTICLE XXI
SEPARABILITY CLAUSE**

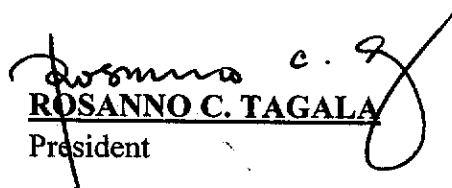
- 21.1 The parties hereby agree to amend or modify any provision of this CONTRACT, which has been declared invalid or contrary to law, to conform to the subject or objective of this CONTRACT.

SIGNED by the PARTIES on _____, at Pasay City, Philippines.


The CCP
By:



RAUL M. SUNICO, Ph.D.
President

The CONTRACTOR
By:



ROSANNO C. TAGALA
President

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department


RODOLFO G. DEL ROSARIO
Vice-President for Administration

WITHIN BUDGET


ASUNCION E. ESMERO, DBA
Department Manager III
Finance Services Department
10604610 (06) + 11.217.062.60.76

Printed **17 - 01 - 011 R**

ACKNOWLEDGEMENT

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


BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
RAUL M. SUNICO, Ph.D.	Passport ID No. EC7338638	April 12, 2021
ROSANNO C. TAGALA	Passport ID No. EC1891520	August 13, 2019

Known to me to be the same persons who executed the foregoing CONTRACT and they acknowledge to me that the signatures they affixed confirm their voluntary act and that of the entities they represent.

SIGNED AND SEALED on FEB 06 2017, 2017 in Pasay City.

Doc. No. 77 ;
Page No. 16 ;
Book No. 14 ;
Series of 2017


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2017
PTR No. 3803193/ 01-19-17/Q.C.
IBP Lifetime No. 00315
Roll No. 25769 / TIN: 142-154-935
MCLE 5 Comp. 00001549; 1-22-2014
Adm. Matter No. NP-156/RTC-Q.C./2016-2017

florimond c. rous

me



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

REPUBLIC OF THE PHILIPPINES
Makati City.....

Resolution No. L-014
Series of 2010
S.S.

SECRETARY'S CERTIFICATE

I, **GCA R. JOHN CHRISTOPHER J. SALOM**, of legal age, single, with office address at the 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 Corporate Secretary of the Cultural Center of the Philippines (CCP) and as such, do hereby certify that in the Regular Meeting of the CCP Board of Trustees held on 21 September 2010 at the CCP Boardroom, CCP Complex, Roxas Boulevard, Pasay City, and upon motion duly made and seconded, the following Resolution was unanimously approved:

**CCP Board Resolution No. L-014
Series of 2010**

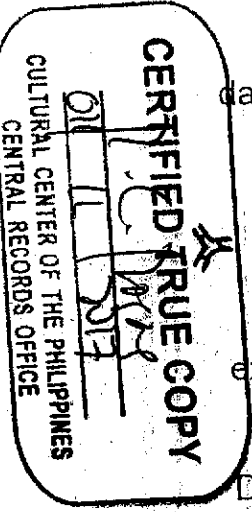
"RESOLVED, as it is hereby resolved, that, in an election held for the purpose on 21 September 2010, and by a majority vote of the CCP Board of Trustees present and constituting a quorum, **DR. RAUL M. SUNICO** was duly elected as CCP President and accordingly succeeded then CCP President Isabel Caro Wilson effective October 1, 2010.

"RESOLVED further that Dr. Raul M. Sunico, hereby authorized to perform any and all acts necessary to effectively discharge his duties, responsibilities and functions as CCP President including any and all acts necessary to implement the foregoing.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 26 day of October 2010 at Makati City, Philippines.

GCA R. JOHN CHRISTOPHER J. SALOM
Corporate Secretary

SUBSCRIBED AND SWORN to before me this OCT 28 2010, affiant exhibiting to me his OGCC 10 No. 040.



Doc. No: 299
Page No.: 01
Book No. II
Series of 2010

Notary Public for the District of Makati
Commission No. M-049 until December 31, 2010
Roll of Atty. No. 38188
PTR No. 2987760 - 01/04/10 Makati City
IBP No. 203365 - 01/04/10 Quezon City
C.A. Javier A. Kingswood (0000000000)

BOARD RESOLUTION

Board Resolution No. 002, Series of 2017

I, Rosanno C. Tagala, of legal age, Filipino, residing at 16B Cenacle Drive, Sanville Subd, Project 6, Quezon City, after being duly sworn to in accordance with law, depose and say:

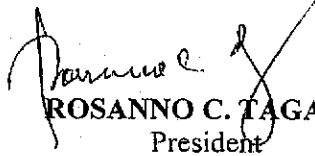
That I am duly elected and qualified President of **SYNDTITE CONSTRUCTION CORPORATION**, a corporation organized and existing under and by laws of the Philippines, having its principal office and business address at 179 Australia St., Upper Banlat, Tandang Sora, Quezon City; that a special meeting of the Board of Directors of **SYNDTITE CONSTRUCTION CORPORATION**, held in accordance with the by-laws, at its principal address at 179 Australia St., Upper Banlat, Tandang Sora, Quezon City on November 18, 2016, where a quorum was present, a resolution was approved and adopted.

“BEFORE IT RESOLVED, AS IT HEREBY RESOLVED”, that the Board of Directors of the Corporation has designated *Maribelen T. Malixi* as the company’s authorized representative to transact business with the **CULTURAL CENTER OF THE PHILIPPINES (CCP)** relative to the **“Supply of Labor, Tools & Equipment and Materials for the Repair of Travertine Tiles Cladding”**.

Quezon City

IN TESTIMONY WHEREOF, the Affiant has hereunto set his hand at _____ on this day of _____

JAN 17 2017

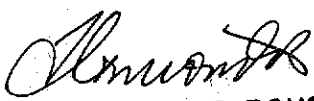

ROSANNO C. TAGALA
President

ACKNOWLEDGEMENT

JAN 17 2017

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2017, at Quezon City, affiant exhibiting to me this Driver’s License No. D11-74001356/ 08-02-18 issued at Quezon City, Philippines.

Doc. No. 24
Page No. 04
Book No. 14
Series of 2017


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2017
PTR No. 3803193/01-19-16/Q.C.
IBP Lifetime No. 00315
Roll No. 25769 / TIN: 142-154-935
MOE No. 0001549; 1-22-2014
Adm. No. 153/RTC-Q.C./2016-2016



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

NOTICE TO PROCEED

February 22, 2017

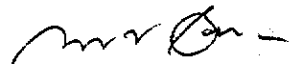
MR. ROSANNO C. TAGALA
CEO and Managing Owner
SYNDTITE CONSTRUCTION CORP.
179 Australia Street, Upper Banlat
Tandang Sora, Quezon City

Dear Mr. Tagala:


The attached contract having been approved, notice is hereby given to SYNDTITE CONSTRUCTION CORP. that work may commence for the *Supply of Labor, Tools, Equipment and Materials for the Repair of Travertine Tiles Cladding at CCP Main Building Façade* upon receipt of this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the Terms and Conditions of the Contract and in accordance with the Implementation Schedule.

Very truly yours,


RAUL M. SUNICO, Ph.D
President ✓

Conforme:


MARIBON T. MAUX
Name of Bidder
Date : 02-28-2017