



Cultural Center of the Philippines

SENTRONG PANGKULTURA NG PILIPINAS

BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 2016-014

SUPPLY OF LABOR, TOOLS AND MATERIALS FOR THE RELOCATION AND RETROFITTING OF ELECTRICAL EQUIPMENT

The Cultural Center of the Philippines Bids and Awards Committee (CCPBAC) published on May 13, 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 Materials for the Relocation and Retrofitting of Electrical Equipment " with an ABC of Two Million Nine Hundred Fifty Seven Thousand Nine Hundred Sixty Six Pesos and 59/100 (Php2,957,966.59) VAT- inclusive;

WHEREAS, on May 19, 2016, the CCPBAC and the Technical Working Group (TWG) members conducted a Pre-bid Conference with no bidder in attendance;

WHEREAS, the CCPBAC and the TWG members scheduled the Bid Opening on June 2, 2016 with two (2) participating bidders, namely: (1.) North Matrix Development Corp. & (2.) Vel Gen. Contractor & Distribution Corp., in attendance. However, due to the absence of the majority of the members of the Committee, the Bid Opening for the said project was re-scheduled to another date. The submitted sealed envelopes were retained in the possession of the CCPBAC Secretariat until the next scheduled Bid Opening;

WHEREAS, the CCPBAC re-scheduled and conducted the Bid Opening on June 17, 2016 with one (1) bidder in attendance. The sealed envelopes were opened based on the procedures prescribed in the ITB;

WHEREAS, during the preliminary examination of the submitted eligibility documents of the bidders, the Committee declared Vel Gen. Contractor & Distribution Corp. ineligible to bid due to non-submission of its Tax Clearance;

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

Name of Bidder/s	Amount of Bid	Amount of Bid Security/Form
North Matrix Development Corporation	Php2,894,381.43	Bid Securing Declaration/ Php147,899.00/Bidder's Bond

WHEREAS, after post evaluation of the submitted bid documents by the TWG and the CCPBAC, North Matrix Development Corporation was found to be a Responsive Bidder;

WHEREFORE, considering the proposal of **NORTH MATRIX DEVELOPMENT CORPORATION** 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 Materials for the Relocation and Retrofitting of Electrical Equipment" with a contract price of Two Million Eight Hundred Ninety Four Thousand Three Hundred Eighty One Pesos and 43/100 (Php2,894,381.43) to the said proponent.

Received Original:
D. Penh
1-18-17
ENGR. DEBBIE A. PONTERAS
Engineer IV - MESD

(page 2 of BAC Res. No. 2016-014)

RAUL M. SUNICO, Ph.D.
President

Approved and signed this 11th day of August 2016.

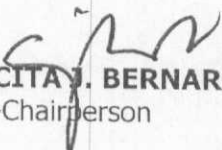

LILIA C. JANUARE
Member

NORBERTO SOBERANO
Member


MARK JONES MEDINA
Member

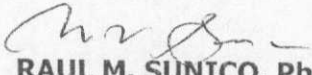

LUTHER TERNAL
Member


MA. JASMIN TRESVALLES
Member


CARMENCITA J. BERNARDO
Co-Chairperson


EVA MARI DG. SALVADOR
Chairperson

Approved by:


RAUL M. SUNICO, Ph.D.
President



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

NOTICE OF AWARD

12 August 2016

MR. DENN AGATEP

Manager
NORTH MATRIX DEVELOPMENT CORP.
Maharlika Highway, Carig Sur
Tuguegarao City, Cagayan

Dear Mr. Agatep:

The CCP Bids and Awards Committee hereby awards in your favor the contract for the project "Supply of Labor, Tools & Materials for the Relocation & Retrofitting of Electrical Equipment" in the amount of **Two Million Eight Hundred Ninety Four Thousand Three Hundred Eighty One Pesos and 43/100 (Php2,894,381.43), inclusive of VAT.**

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

Your failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award and forfeiture of the Bid Security.

Please be guided accordingly.

Very truly yours,

RAUL M. SUNICO, Ph.D.
President ✓

Conforme:

Name of Bidder: DENN AGATEP
Date: 08-02-16

BAC-007-15



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

CONTRACT

FOR THE

**SUPPLY OF LABOR, TOOLS AND MATERIALS FOR THE RELOCATION AND
RETROFITTING OF ELECTRICAL EQUIPMENT**

THE PUBLIC IS INFORMED:

This CONTRACT is executed on 06 JUN 2017, between:

The **CULTURAL CENTER OF THE PHILIPPINES**, 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

NORTH MATRIX DEVELOPMENT 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 No. 28 Ground Floor, Patria Building, Rizal St., Cor. Gomez St., Maharlika Highway, Carig Sur, Tuguegarao, Cagayan, represented by its Manager, **ENGR. DENN A. AGATEP**, authorized herein through a Board Resolution contained in the attached Secretary's Certificate marked as Annex "B", hereinafter referred to as the "CONTRACTOR".

Each referred to as "PARTY" and collectively as "PARTIES".

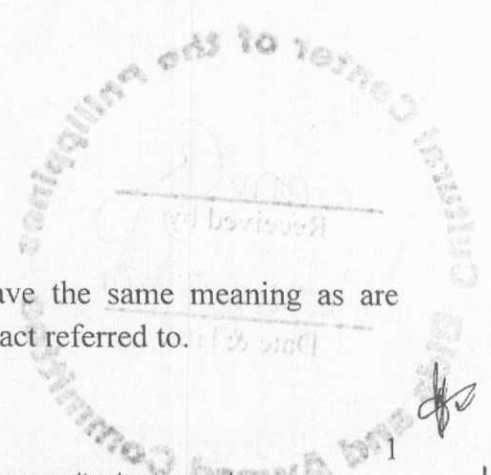
ANTECEDENTS

CCP's Bids and Award Committee (BAC) invited Bids and after due processes, CCP awarded to the CONTRACTOR the prosecution and completion of the **Supply of Labor, Tools and Materials for the Relocation and Retrofitting of Electrical Equipment at CCP Main Building** in the amount of **TWO MILLION EIGHT HUNDRED NINETY FOUR THOUSAND THREE HUNDRED EIGHTY ONE PESOS AND 43/100 CENTAVOS ONLY (Php 2,894,381.43)**, inclusive of VAT.

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 Conditions of Contract referred to.



to

- 1.2 The following documents shall be deemed to form, be read and construed as part of this CONTRACT, viz:
- A. Terms of Reference;
 - B. Drawings/Plans/Specifications;
 - C. Copy of Advertisement of Invitation to Apply for eligibility and to Bid, if any;
 - D. Results of Eligibility Check/screening ;
 - E. Bidding Documents (Instruction to Bidders, Bid Data Sheet, Checklist Form, Bid Form, Contract Agreement Form, General and Special Conditions of the Contract);
 - F. Minutes of Pre-Procurement Conference Meeting, if any;
 - G. Minutes of Pre-Bid Conference Meeting;
 - H. Supplemental Bulletins, if any;
 - I. Postings of Invitation (NewsPaper, PhilGeps, Website, and other Conspicuous Places), if any;
 - J. 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. Contractor's PCAB License, if any
 - 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. Organizational Chart
 - k. Tax Clearance
 - l. Credit line/Cash Deposit Certificate, if any
 - m. Contractor's All Risk Insurance, if any
 - n. Equipment and Manpower Utilization Schedule, if any
 - o. Construction Method, if any
 - K. Abstract of Bid (Evaluation of Bid);
 - L. Bidder's Financial Proposal (Bid Form);
 - M. Post-Qualification Report of the Technical Working Group;
 - N. Notice of Post Evaluation/Qualification;
 - O. Notice of Submission of Post Qualification Documents;

- P. BAC Resolution Declaring the Winner;
- Q. Post Qualification Documents;
 - a. Latest Income Tax Return
 - b. Certificate of PhilGEPS Registration
- R. Notice of Award;
- S. Performance Security;
- T. Program of Work and Detailed Estimate;
- U. Notice to Proceed;
- V. Detailed Breakdown of the Approved Budget for the Contract (ABC);
- W. Detailed Breakdown of the Contract Cost / Bill of Quantities;
- X. Evidence of Invitation of Three (3) Observers.

**ARTICLE II
SCOPE OF THE PROJECT**

- 2.1 The Scope of Project will include the provisions for labor, tools and equipment, instrumentation and testing, expertise and supervision for the remanufacturing, installation, inspection, handling, testing and commissioning of the Power Transformers as specified herein.

**ARTICLE III
DURATION OF THE PROJECT**

- 3.1 Duration of the Project shall be Thirty (30) calendar days, excluding regular holidays or unworkable days due to disasters, severe weather conditions or similar extreme circumstances, theater unavailability due to shows and events, as may be mutually agreed upon in writing by the CCP and the CONTRACTOR. The work shall start within seven (7) days upon receipt of Notice to Proceed of the CONTRACTOR. The CONTRACTOR shall submit a Gantt chart or program of work, list of tools and equipment, and list of all personnel involved in the implementation of the Project prior to the commencement of work.
- 3.2 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 written approval from CCP before the expiration of the period of this CONTRACT. The CCP shall not unreasonably withhold the consent and shall act on the said request within three (3) working days from receipt thereof.

Handwritten signatures in the left margin, including a large signature and a smaller one below it.

**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 **TWO MILLION EIGHT HUNDRED NINETY FOUR THOUSAND THREE HUNDRED EIGHTY ONE PESOS AND 43/100 CENTAVOS ONLY (PhP 2,894,381.43)**, inclusive of VAT.

**ARTICLE V
TERM OF PAYMENT**

- 5.1 Payments shall be made only upon a Certification by the Head of the CCP 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.
- 5.3 Pursuant to the 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 Mobilization Cost amounting **FOUR HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED FIFTY SEVEN PESOS AND 21/100 CENTAVOS ONLY (PhP 434,157.21)** 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, 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 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 including submission of accomplishment reports.
 - B. Fifty percent (50%) of contract price – Final billing upon completion of all work requirements 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 For this purpose, the CCP may require the CONTRACTOR to submit additional documents as may be necessary and proper in accordance with COA rules and regulations, to effect payment thereof.

ARTICLE VI INSPECTION

- 6.1 Regular inspection shall be conducted by authorized/delegated CCP representative(s) for proper monitoring and confirmation of compliance by the CONTRACTOR with the CONTRACT specifications. All defective works determined by the CCP representative during the inspection must be corrected immediately by the CONTRACTOR at no cost to the CCP.
- 6.2 Final inspection with the CCP authorized representative 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 In the prosecution of the Project the CONTRACTOR shall:
- A. Prepare and submit the list of personnel and Gantt Chart or Program of Works indicating the installation methodology prior to commencement of works.
 - B. Conduct proper planning and safety orientation for all personnel involved in the project including CCP end-users
 - C. Secure electrical permit from MERALCO, if necessary.
 - D. Mobilization and Delivery:

- a. Conduct an ocular inspection and site evaluation to determine all possible queries and conditions prior to the commencement of work.
- b. Mobilization/delivery of all materials, equipment and personnel to the site including the installation of safety signage/devices and securing the working area.

E. Disassembly and Removal:

- a. Isolate all electrical equipment from the existing electrical connections and tapping.
- b. Demolish all barriers necessary for the removal and proper rigging of the electrical equipment.
- c. Carefully disassemble the High Voltage Switchgears (HVSGs) and Capacitor Banks without damaging the mechanisms and parts.
- d. Transfer the electrical equipment into the newly constructed Power House for assembly and installation.
- e. The removal and installation of the electrical equipment shall be made one at time.
- f. All fixtures/barriers affected by the removal and installation of the electrical equipment should be returned to its original set-up and location.

F. Installation and Assembly:

- a. Prepare and leveling the concrete pad/foundation of the electrical equipment.
- b. Install the enclosure panels with proper anchor to avoid vibration in the foundation area.
- c. Install all the mechanisms of the electrical equipment in their proper locations.
- d. Conduct initial testing and instrumentation and recording of data and parameters.
- e. Terminate the power cables and connections of the electrical equipment.

G. Retrofitting of Low Voltage Switchgear:

- a. Reconditioning and retrofitting of the Low Voltage Switchgear to include the mechanisms of the main circuit breaker and four (4) main branches switchgears (Code A, B, C, &D).
- b. Fabricate four (4) new cabinets/enclosures to accommodate the four (4) main switchgears (Code A, B, C, &D) of the Low Voltage Switchgear.
- c. Install and retrofit the electrical connections of the four (4) new cabinets/enclosures.
- d. Conduct Preventive Maintenance of the Low Voltage Switchgear.

H. Instrumentation, Testing and Commissioning:

- a. Conduct high voltage test (36KV) before and after installation of the Vacuum Circuit Breaker.
- b. Conduct Insulation Resistance and Winding Resistance Tests.
- c. Conduct High-Potential Tests
- d. Conduct winding Insulation Resistance Test
- e. Conduct polarization Index (IP) Test
- f. Conduct insulation Power Factor Test (Overall)

- g. Conduct exciting Current Test
- h. Conduct leakage Reactance/Short Circuit Impedance Test
- i. Reset the VCB based on the original settings and conditions.
- j. Energize the units and conduct testing and recording of all data and parameters mentioned.

I. Equipment Inspection:

- a. Conduct and document final visual comprehensive check-up of the installation.
- b. Record the data and submit the Test Reports and Warranty Certificate duly signed by the Supervising Engineer/ Professional Electrical Engineer to CCP.

J. Demobilization:

- a. Demobilization of equipment, excess materials and personnel in both project sites.
- b. General cleaning and housekeeping the working area.

K. Final Inspection and Turnover:

- a. Submit a Notice of Inspection / Turnover and Completion Reports;
- b. Submit a detailed costing of the Project and other documents necessary or may be required by CCP for the processing of payments.

7.2 Electrical Equipment Subject for Relocation and Retrofitting:

A. For Relocation:

- a. One (1) Unit 34.5 KV High Voltage Switchgear (HVSG) 34.5 KV, 3-pole, 3-wire, 60Hz, 1,250A, draw-out type with battery bank, electrically operated Vacuum Circuit Breaker (VCB), Copper Brand, and all appurtenances.
- b. One (1) Units 34.5 KV High Voltage Switchgear (HVSG) 34.5 KV, 3-pole, 3-wire, 60Hz, 1,250A, draw-out type, electrically operated Vacuum Circuit Breaker (VCB), Schneider Brand, and all appurtenances.
- c. Two (2) units Free-Standing Capacitor Banks and accessories.

B. For Retrofitting:

- a. (1) Unit Low Voltage Switchgear (LVSG), red copper bus bar, 480V, 60Hz, 3 phase with one (1) main 3,000A tie breaker/switchgear, four (4) branches 2,000A circuit breakers/switchgears (Codes A,B,C&D), ammeter and voltmeter devices. The tie/transfer switch is manually operated.

7.3 Work Changes/Additional Work Orders:

- A. The CCP may, at any time during the progress of the installation works, order changes or additional requirements in the works being performed, provided that, in such cases, any increase or decrease in the Contract Price herein stipulated shall be subject to a proportionate adjustment as may be agreed upon in writing by both the CCP and the CONTRACTOR. Provided that any change order/additional

requirements made by the CCP should not exceed ten percent (10%) of the original CONTRACT price.

- B. Any additional work orders which may subsequently be requested by the CCP and listed in the duly approved Itemized Additional Work Order/s shall be deemed included in the scope of works described in the general and technical specifications of the project and shall form part of this agreement.
- C. The contract price stipulated in this CONTRACT shall be increased based on the cost computation in the duly approved Itemized Additional Work Order/s, or adjusted accordingly based on the cost computation of the change order/s, as mutually agreed upon in writing by the CCP and the CONTRACTOR.
- D. The duration of work for the project may be extended by the CCP based on the specified duration of work as called for in the change or additional work order/s, as indicated in the Notice of Change or Itemized Additional Work Order/s.
- E. All additional works or changes in the scope of work shall be subject to existing government accounting and auditing rules and regulations.

ARTICLE VIII WARRANTY

- 8.1 The CONTRACTOR warrants that the Project as completed including any change order thereto shall be in accordance with the plans and specifications and other documents of this CONTRACT.
- 8.2 The CONTRACTOR shall guarantee its work for a period of one (1) year from the date of substantial completion. Substantial completion is defined as the date when the electrical equipment is placed, or available to be placed, into service. The CONTRACTOR will repair any defects of which they are notified during that period which may appear because of faulty workmanship or materials furnished under the specifications. The CONTRACTOR shall issue a Warranty Certificate prior to Final Acceptance of the project.
- 8.3 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.
- 8.4 The CONTRACTOR shall post a warranty security in accordance with any of the following:
 - C. 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.
 - D. Bank guarantee confirmed by a Universal or Commercial Bank equivalent to ten percent (10%) of the CONTRACT price.
 - E. 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.

**ARTICLE IX
MISCELLANEOUS REQUIREMENTS**

- 9.1 The CONTRACTOR shall submit an "as-built plan" and other relevant documents as may be required under the government accounting and auditing rules.
- 9.2 Safety signs and/or devices must be installed and displayed in designated and/or conspicuous areas for public information and general safety.
- 9.3 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.
- 9.4 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.
- 9.5 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.

**ARTICLE X
OBLIGATIONS OF THE PARTIES**

10.1 OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

- A. The CONTRACTOR shall have the following responsibilities: /
 - a. 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.
 - b. 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.
- B. In consideration of the payments to be made by the CCP to the CONTRACTOR, the CONTRACTOR agrees to provide the goods and services, including the repair of all defects in conformity with the provisions of the entire CONTRACT.
- C. Under this CONTRACT, the CONTRACTOR utilizing its resources and technical manpower complement shall accomplish the project and shall abide by the requirements in the approved specifications, plan and work programs.
- D. 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.



- E. The CONTRACTOR shall assume full responsibility for the safety, protection, security and convenience of its personnel, third parties and the public at large during the Agreement implementation.
- F. 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.
- G. The CONTRACTOR's personnel shall strictly observe the CCP's No-ID-No-Entry policy. The CCP and the CONTRACTOR shall make arrangements regarding proper identification of the CONTRACTOR's personnel for the duration of the project, including the wearing of appropriate Personal Protective Equipment (PPE) and uniforms within the work area.

10.2 OBLIGATIONS AND RESPONSIBILITIES OF THE CCP:

- A. CCP agrees to pay the amount of the CONTRACT Price and such other sum as may become payable to the CONTRACTOR for the goods, services and at the time and in the manner prescribed in 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.

**ARTICLE XI
LIQUIDATED DAMAGES**

- 11.1 The CONTRACTOR shall perform and complete the scope of work as described under Article VII hereof, to the satisfaction of the CCP within thirty (30) calendar days, excluding holidays and unworkable days due to disasters, severe weather condition or similar extreme circumstances that may affect the performance of the works under this CONTRACT as determined by the CCP.
- 11.2 Should the CONTRACTOR refuse or fails to satisfactorily deliver services/goods under the CONTRACT within the specified delivery schedule, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for damages for the delay and shall pay the CCP liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services/goods scheduled for delivery for every day of delay until such services/goods are finally delivered and accepted by the CCP.
- 11.3 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 I Article XIII below.



- 11.4 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 contract.

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.
- 13.1 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 has complied with any and every necessary consent and/or approval and the officers signing hereunder are duly authorized to represent the PARTIES hereto.


**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 inability 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 No. 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004".

**ARTICLE XVII
NON-WAIVER OR RIGHTS**

- 17.1 The failure of one PARTY to insist upon a strict performance of any of the term, condition and covenant hereof shall not be deemed a relinquishment or waiver of any right/remedy that said PARTY may have, nor shall it be construed as waiver of subsequent breach of the same or other terms, conditions or covenants. No waiver by any one PARTY or any of its rights under this CONTRACT shall be deemed to have been made unless expressed in writing and signed by that PARTY.
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**ARTICLE XVIII
FORCE MAJEURE**

- 18.1 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 impossible as is impractical as to be considered
- 

impossible under these circumstances, 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.

- 18.2 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 or 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 as soon as possible but not later than fifteen (15) days thereafter about the occurrences of such an event.
- 18.3 Any period with which the CONTRACTOR pursuant to this CONTRACT, is required to complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such actions as a result of Force Majeure.

ARTICLE XIX GROUNDS FOR TERMINATION

- 19.1 Subject to the preceding Article on Force Majeure, the failure of the CONTRACTOR to fulfill any of its obligations shall entitle CCP to terminate this CONTRACT without need of judicial action by giving the CONTRACTOR at least ten (10) days prior notice to such effect.

In case of termination, the CCP may hold the CONTRACTOR liable for damages without prejudice to CCP's right to proceed against the performance bond and avail of all other remedies, available to it under existing laws.

ARTICLE XX OTHER PROVISIONS

- 24.1 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.

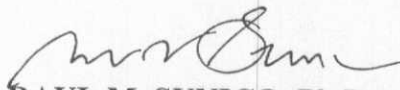
Before the suspension order expires, the CCP concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery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

- 20.1 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.

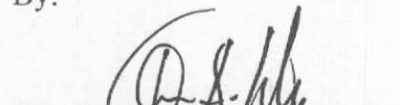
- 20.2 Failure of the CCP at any time to enforce or demand performance of any or all of the terms and conditions of the CONTRACT and other related instruments or Contracts shall in no way be construed as a waiver of such term(s) and condition (s), and shall not affect the validity and enforceability thereof or the right of the CCP to subsequently enforce or demand performance of such term(s) and condition(s).
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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 June 6, 2017, at Pasay City, Philippines.

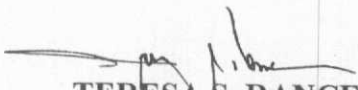
The CCP
By:



RAUL M. SUNICO, Ph.D.
President *to*

The CONTRACTOR
By:



ENGR. DENT A. AGATEP
Manager

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department *to*


RODOLFO G. DEL ROSARIO
Vice-President for Administration *to*

WITHIN BUDGET


ASUNCION E. ESMERO, DBA
Department Manager III *to*
Finance Services Department
10629070 (08) # 2,894,781.43
PUNSA **16 - 11 - 3178**

ACKNOWLEDGEMENT

Republic of the Philippines)
City of MARIKINA CITY) s.s.

BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
RAUL M. SUNICO, Ph.D.	Passport ID No. EC7338638	April 12, 2021
ENGR. DENN A. AGATEP	PRC License No. 07011965 <i>019054</i>	<i>July 1, 2017</i>

Known to me to be the same persons who executed the *(Signature)* 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 06 JUN 2017 2017 **MARIKINA CITY**

Doc. No. 221 ;
Page No. 45 ;
Book No. 134 ;
Series of 2017

(Signature)
ATTY. ANNA THERESA C. CRUZ
Notary Public
Until December 31, 2017
Appointment No. 05 (2016-2017)
PTR No. 6669108 / 01-03-2017 / Marikina City
IBP No. 1057744 / 01-05-2017 / RSM
Roll No. 52694
MCLE V - 0022100 / 04-14-2019
No. 6 Mariano Arcade, Gunting Street
Midtown San Roque, Marikina City
Tel. No. 736-11-68 / 736-11-69



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

Annex "A"

REPUBLIC OF THE PHILIPPINES }
Makati City.....} 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.

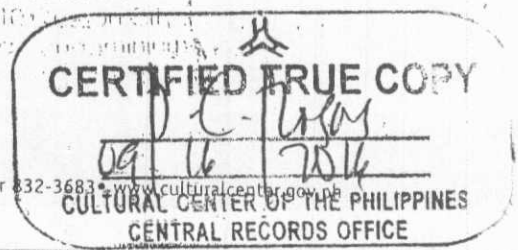
IN WITNESS WHEREOF, I have hereunto affixed my signature this 26 day of October 2010 at Makati City, Philippines.

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
ROXAS BOULEVARD, PASAY CITY, PHILIPPINES
REG. NO. 17, PO. 23118
TIA No. 20 7350 - 01/04/10 Makati City
REG. NO. 802655 - 01/04/10 Pasay City



SECRETARY'S CERTIFICATE

Annex "B"

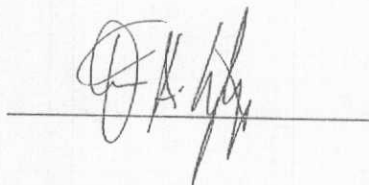
KNOW ALL MEN BY THESE PRESENTS:

That I, **Denn A. Agatep**, of legal age, Filipino and with address at **14 R.G. Village, San Gabriel, Tuguegarao City, Cagayan**, after having duly sworn to in accordance with law, hereby depose and state wit;

1. I am the Corporate Secretary of **NORTH MATRIX DEVELOPMENT CORPORATION**, a corporation duly organized under the laws of the Republic of the Philippines with principal address at Ground Floor Patria Bldg., Rizal cor. Gomez Sts., Tuguegarao City, Cagayan.
2. As such Corporate Secretary, I hereby certify that in a Special Meeting of the Board of Trustee of the Corporation last January 10, 2016 at the office of the North Matrix Development Corporation during when a quorum was present, the following Board Resolution was unanimously passed and approved, to wit;

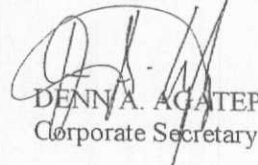
"**RESOLVED**, that I, is hereby authorized to represent North Matrix Development Corporation in the Cultural Center of the Philippines. For the purpose, the said authorized representative whose specimen signature appear below is hereby authorized and empowered to execute, sign, seal, deliver for and in behalf of North Matrix Development Corporation."

Engr. Denn A. Agatep




I further certify that the above quoted resolution has not yet been amended or repealed and that the same is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of September 2016, at Tuguegarao City, Cagayan.


DENNA. AGATEP
Corporate Secretary


Attested by:


Engr. Nestor T. Rivera
President

SEP 13 2016

SUBSCRIBED AND SWORN before me this ___ day of _____ at Tuguegarao City, Cagayan, affiant exhibited to me his her Community Tax Certificate No. 12395274 issued on January 5, 2016 at Tuguegarao City, Philippines.

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Book No. 7
Series 2016


ATTY. LEA T. MALANA - BALANDI
NOTARY PUBLIC
on Until December 2016
IBP NO: 946874-11-20-15
PTR NO: 1760019-1-4-16
ROLL NO: 45023-15-5c.2016



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

NOTICE TO PROCEED

October 13, 2017

MR. DENN AGATEP

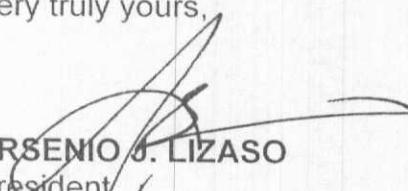
Manager
NORTH MATRIX DEVELOPMENT CORP.
Maharlika Highway, Carig Sur
Tuguegarao City, Cagayan

Dear Mr. Agatep:

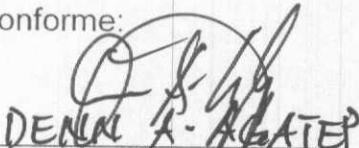
The attached contract having been approved, notice is hereby given to NORTH MATRIX DEVELOPMENT CORP. that work may commence on the project "Supply of Labor, Tools & Materials for the Relocation & Retrofitting of Electrical Equipment", upon receipt of this Notice to Proceed.

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,


ARSENIO J. LIZASO
President

Conforme:


DENN R. AGATEP
Name of Bidder
Date : Oct. 19, 2017

13 October 2017

TO : EVA MARIE DG SALVADOR
Chairperson
Bids & Awards Committee
FROM: Administrative Services Department
SUBJECT: Delay of the Implementation of Project

Please be informed that the delay in the implementation of the projects entitled "Supply of Labor, Tools and Materials for the Relocation and Retrofitting of Electrical Equipment" and "Installation of Power Transformers, Low Voltage Switchgear, High Voltage Switchgears and Emergency Generator Set" at the CCP Main Building is caused by the delay in the completion of the New Power House.

The above stated projects will commence as soon as the construction of the New Power House is completed.

Your cooperation and understanding is appreciated. Thank you.


TERESA S. RANCES
Department Manager III
Administrative Services Department

