

**BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 2017-01**

**SUPPLY OF LABOR AND MATERIALS FOR THE UPGRADING AND REHABILITATION OF
EMPLOYEE AND PUBLIC RESTROOMS AT THE CCP MAIN BUILDING**

The Cultural Center of the Philippines Bids and Awards Committee (CCPBAC) published on September 30, 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 and Materials for the Upgrading and Rehabilitation of Employee and Public Restrooms at the CCP Main Building" with an ABC of *Four Million Nine Hundred Ninety Six Thousand Two Hundred Eleven Pesos and 92 /100 (Php4,996,211.92)*.

WHEREAS, on October 6, 2016, the CCPBAC and the Technical Working Group (TWG) members conducted a Pre-Bid Conference with six (6) bidders in attendance;

WHEREAS, on 20 October 2016, the CCPBAC and TWG members scheduled the Bid Opening for the above project with two (2) participating bidders in attendance. The sealed envelopes were opened based on the procedures prescribed in the ITB;

WHEREAS, during the preliminary examination of the eligibility documents of KB Konstrak Building Solutions, the Committee found out that the proof of compliance in the remarks indicated in their Mayor's Permit, particularly the required submission of Location Clearance and Fire Safety Inspection Clearance were not included in their submission of sealed envelopes. Hence, the body declared KB Konstrak Building Solutions as a disqualified bidder.

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

Name of Bidder/s	Amount of Bid	Amount of Bid Security/Form
Global-V Builders Co.	Php 4,489,944.93	Bid Securing Declaration

WHEREAS, after post evaluation of the submitted bid documents by the TWG and the CCPBAC, Global-V Builders Co., was found to be the single qualified responsive bidder;

WHEREFORE, considering the proposal of **Global-V Builders Co.** 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 AND MATERIALS FOR THE UPGRADING AND REHABILITATION OF EMPLOYEE AND PUBLIC RESTROOMS AT THE CCP MAIN BUILDING" with a contract price of *Four Million Four Hundred Eighty Nine Thousand Nine Hundred Forty Four Pesos and 93/100 (Php 4,489,944.93)*, to the said proponent.

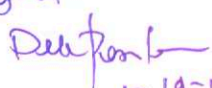
Approved and signed this 6th day of January 2017.


LILIA C. JANUARE
Member


NORBERTO SOBERANO
Member


MARK JONES MEDINA
Member

Received Original:


1-13-17


LUTHER TERNAL
Member


MA. JASMIN TRESVALLES
Member


CARMENCITA J. BERNARDO
Co- Chairperson


EVA MARI DG. SALVADOR
Chairperson

Approved:


RAUL M. SUNICO, Ph.D
President



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

NOTICE OF AWARD

January 11, 2017

MR. STEVEN ROSS C. LIM
Vice President for Finance
GLOBAL-V BUILDERS CO.
4546 Quintos Street, Brgy. Poblacion
Makati City
Tel No: 897-3088

Dear Mr. Lim:


The CCP Bids and Awards Committee hereby awards in your favor the contract for the project "Supply of Labor and Materials for the Upgrading and Rehabilitation of Employee and Public Restrooms at the CCP Main Building", in the amount of **Four Million Four Hundred Eighty Nine Thousand Nine Hundred Forty Four Pesos and 93/100 (Php 4,489,944.93), 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: 
Date: Jan. 19, 2017



Cultural Center of the Philippines

CONTRACT
FOR THE
**SUPPLY OF LABOR AND MATERIALS FOR THE UPGRADING AND
REHABILITATION OF EMPLOYEE AND PUBLIC RESTROOMS AT THE
CCP MAIN BUILDING**

THE PUBLIC IS INFORMED:

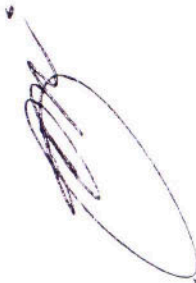
This CONTRACT is executed on 10 FEB 2017 between:

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

GLOBAL-V BUILDERS CO., a private company organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at One Valero Square, 4546 Quintos Street, Poblacion, Makati City, represented by its VP-Finance, **STEVEN ROSS C. LIM**, duly authorized for this purpose under Partnership Resolution No. 002, Series of 2016 (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 and Materials for the Upgrading and Rehabilitation of Employee and Public Restrooms at the CCP Main Building" (The Project). The CONTRACTOR which is a lone bidder submitted the responsive and complying bid and was awarded The Project through BAC Resolution No. 2017-01 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:

- 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; if any
- 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. Statement of On-going and Completed Government and Private Project
 - d. Audited Financial Statement
 - e. Net Financial Contracting Capacity (NFCC)
 - f. Bid Security
 - g. Conformity with the Technical Specification
 - h. Omnibus Sworn Statement
 - i. Tax Clearance
 - j. Credit line/Cash Deposit Certificate, if any
 - k. Contractor's All Risk Insurance, if any
 - l. 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. 2017-01, 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 supply of labor, tools, materials, and equipment necessary for the upgrading and rehabilitation of employee and public restrooms at the CCP Main Building to complete the project.

**ARTICLE III
DURATION OF THE PROJECT**

- 3.1 Duration of the Project 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 period from receipt by the CONTRACTOR of the Notice to Proceed.

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


- 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 will take 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 written approval from CCP before the expiration of the 150-day period 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**

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- 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 **FOUR MILLION FOUR HUNDRED EIGHTY NINETHOUSAND NINE HUNDRED FORTY FOUR PESOS AND 93/100 ONLY (PhP4,489,944.93)**, inclusive of VALUE ADDED TAX (VAT).

**ARTICLE V
TERMS OF PAYMENT**

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- 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 Special Condition of the Contract (SCC) provision for General Condition of the Contract (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 CCP President.
- 5.5 Upon perfection of the CONTRACT and acceptance of the Notice to Proceed, the CONTRACTOR is entitled to the claim for advance payment amounting **SIX HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED NINETY ONE PESOS AND 74/100 ONLY (PhP 673,491.74)** 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 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 The CCP may require the CONTRACTOR before payment to be made to submit additional documents as may be necessary and proper in accordance with Commission on Audit (COA) rules and regulations.

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 Administrative Services Department Engineer and Inspector 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 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. Design:
 - a. The CONTRACTOR shall submit Interior Design Plan or Architectural Plan and its perspective subject for verification and approval by CCP management.
 - b. The Plan shall be presented and discussed with the CCP Management. Any changes after the final presentation of the plan by the contractor must be reflected / corrected prior to final approval of CCP.
 - F. Mobilization/Delivery:
 - a. Conduct ocular inspection and site evaluation to determine all possible queries and conditions prior to the commencement of works, with CCP designated personnel present.
 - b. Take charge of mobilization/delivery of all materials, equipment and personnel for the implementation of the project, including setting of safety signage/devices and securing storage room/area.
 - c. 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:

- a. Dismantling of the existing ceiling.
- b. Removal of all plumbing fixtures.
- c. Removal of the existing granite/marble counter top.
- d. Removal of the existing electrical fixtures.
- e. Removal of the existing cubicle partition.

H. Restrooms Ceiling Works:

- a. Installation of (9mm x 4" x 8") moisture resistant gypsum board with aluminum hanger on all the restrooms. The design of the drop ceiling shall be approved by the CCP before the implementation.
- b. Painting of the ceiling with flat latex paint. The color of paints shall be approved first by CCP Management before application.

I. Restrooms Plumbing Works:

- a. Installation of new wash basin or lavatories (undercounter) (dim: 620mm x 390mm).
- b. Installation of new brass floor drains strainers.
- c. Installation of new sensor faucets, electronic 220-240V (preferred brand: CAE or better or equivalent).
- d. Installation of new sensor soap dispensers (preferred brand, stern extreme E or better or equivalent), electrical connection w/ 9V transformer.
- e. Installation of new sensor hand dryers (preferred brand, Mitsubishi JT-SB116EH-G-UL or better or equivalent).
- f. Installation of new water closets with bidets (preferred brand, SF Cardinal Flush Valve Bowl or better or equivalent).
- g. Installation of new sensor tissue dispensers (preferred brand, BESQ P671W or better or equivalent).
- h. Installation of new waterless urinal (preferred brand, Falcon Clementes or better or equivalent).

J. Restrooms Granite Works:

- a. Installation of new granite/marble counter tops.

K. Restrooms Electrical Works (with existing electrical wirings):

- a. Installation of new LED ceiling lamps (Square Lamp, 8 watts, 6500K Daylight 520 lm, AC 100-240VAC).
- b. Installation of LED panels lights (56 Watts, 700K Daylight 4000lm, 830 LED's 300x1200mm).
- c. Installation of T5 fluorescent lamps with electronic ballasts for restrooms cove lighting.

L. Restrooms Mirror Panels:

- a. Installation of mirror (SLT-18- (size:80x60) silver coated.
- b. Installation of plywood backing for mirror.
- c. Installation of new counter top mirror panel.
- d. Installation of new back painted glass cladding.

M. Restrooms Cubicle Partition Works:

- a. Installation of new phenolic board cubicle partitions with stainless accessories.
- b. Installation of new tissue holders.
- c. Installation of new phenolic board urinal partitions for male restrooms.
- d. Installation of new phenolic board countertops skirting.
- e. Installation of new phenolic board urinals and cubicle ledges.

N. Restrooms Wall and Floorings:

- a. Re-varnishing and repainting of all wooden walls and doors.
- b. Cleaning of the existing granite walls and flooring.
- c. Installation of 8" x "tiles.

O. Drainage and Sewage Line Repair and De-clogging:

- a. Survey all drainage line and sewer lines.
- b. Avoid debris from going inside the drainage and sewer lines. Install drain cover in all floor drains.
- c. De-clog all clogged lines.
- d. Replace and re-pipe deteriorated drainage and sewer lines. The CCP Project engineer will determine which drainage and sewer lines needs for re-piping or de-clogging.

P. Reporting:

- a. Conduct monthly progress report.
- b. Submit the monthly progress reports.

Q. Testing and Commissioning:

- a. Test all plumbing fixtures in accordance to manufacturer standard's.
- b. Test the electrical controls for lightings and fixtures. Make necessary adjustment when required.
- c. Check for water leaks in the plumbing system and repair when necessary.

R. Demobilization:

- a. Housekeeping the working area and demobilization of equipment, tools, and waste materials.
- b. Hauling of scrap materials and unserviceable equipment to an area designated by the CCP Project Engineer.
- c. Demobilization of equipment and personnel on the project site.

S. Inspection and Turnover:

- a. 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.
- b. Correct all defective works as may be found during inspection to the satisfaction of CCP.
- c. Submit warranty certificate, detailed costing of the Project and other documents that may be required by CCP to process payment.
- d. CCP shall issue a Certificate of Completion and Acceptance after the inspection is satisfied/completed.

7.2 RESTROOMS LOCATIONS (Please refer the attached Floor Plans):

- A. South Entrance Male Restroom.
- B. South Entrance Male Restroom.
- C. Upper Basement Male Restroom.
- D. Upper Basement Female Restroom.
- E. Artist Entrance Male Restroom.
- F. Artist Entrance Female Restroom.
- G. 3rd Floor Executive Male Restroom.
- H. 3rd Floor Executive Female Restroom.
- I. Executive Private Restroom.
- J. Main Theater Back Stage Male Restroom.
- K. Main Theater Back Stage Female Restroom.

**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 therefore 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 supervising and directing the work using their expertise on the Project.
 3. The CONTRACTOR shall be responsible for obtaining and paying for any permits required for this project, if necessary.
 4. The CONTRACTOR shall be responsible for miscellaneous hardware needed to complete the Project.
 5. 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 the compliance with the progress of the Project under this CONTRACT.
 6. The Contractor shall provide skilled/qualified personnel, safety gadgets, tools and equipment for the Project.
 7. The CONTRACTOR shall assume full responsibility for the safety, protection and 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 approved CONTRACT Price in accordance with the terms and conditions 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.

9.3 MISCELLANEOUS REQUIREMENTS

- A. Safety signs and/or devices must be installed and displayed by the CONTRACTOR 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.

**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 undertaking.
- 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 deliver services/goods under the CONTRACT within the duration of the Project as stated in Article III including the 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.
- 11.2 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 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 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 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 These rights and remedies of the Parties under this CONTRACT are in addition to any other rights and remedies provided by law.

**ARTICLE XIX
AMENDMENT TO ORDER**

- 19.1 At any time, the CCP may issue an Amendment to Order, where there are additional items needed and necessary for the protection and improvement of the Project, which are not included in the CONTRACT. Provided that any price adjustment shall not exceed 10% of the original CONTRACT Price.
- 19.2 Costs for these additional items shall be based on the unit price of similar goods in this CONTRACT. If there is no applicable rate then the Parties shall agree on the best suitable price applicable.
- 19.3 Any request for payment by the CONTRACTOR shall be supported by a Statement of Account reflecting a detailed accounting of the amount claimed with receipts or any other form of proof of payment.
- 19.4 A corresponding extension of the period of this CONTRACT may be granted by the CCP upon its determination that it is necessary and warranted.
- 19.5 All Amendment to 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 10 FEB 2017, at Pasay City, Philippines.

The CCP
By:



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

The CONTRACTOR
By:



STEVEN ROSS C. LIM
VP-Finance

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department
to


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

~~WITNESSES~~

 *2/9/17*
ASUNCION E. ESMERO, DBA
Department Manager III
Finance Services Department
66004010 (06) #4,453,544-93 *26*
2/9/17
DUNA **17 - 02 - 0307**

ACKNOWLEDGEMENT

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

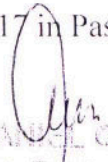
BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
RAUL M. SUNICO, Ph.D.	Passport ID No. EC7338638	April 12, 2021
STEVEN ROSS C. LIM	Driver's License ID No. N03-97-228955	2017-09-06

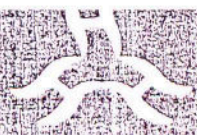
Known to me to be the same persons who executed the foregoing CONTRACT and they acknowledge to me that the signatures they affixed confirm their voluntary act and that of the entities they represent.

SIGNED AND SEALED on 10 FEB 2017 2017 in Pasay City.

Doc. No. 347 ;
Page No. 70 ;
Book No. 56 ;
Series of 2017


ATTY. DANIEL O. LACIATA
Notary Public - Id - 183
Until December 31, 2017
PTR No. 112088076-LPC - Jan/08/17
IBP No. 1000401 - Jan/08/17
PCLM Roll No. 40235
MCLE IV - 0000302
TIN No. 120730-765





Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

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. IE
Series of 2010

Notary Public for the Philippines
Commissioned in P.S. No. 12 and December 31, 2011
Special Reg. No. 28158
P.O. No. 2007-01-01/10 Makati City
P.O. No. 2007-01-01/10 Quezon City



PARTNERSHIP RESOLUTION NO. 002 Series of 2016

WHEREAS, the Cultural Center of the Philippines of Bids and Awards Committee is inviting qualified bidder to participate in the Eligibility, Bidding and Undertaking for the Supply of Labor and Materials for the Upgrading & Rehabilitation of Employee and Public Restrooms at the CCP Main Building

WHEREAS, Global-V Builders Co. is interested to participate on the said bidding;

WHEREAS, there is a need to appoint an authorized representative of Global-V Builders Co. to act as duly designated representative of the company for this particular bidding in compliance to the requirements of the Cultural Center of the Philippines of Bids and Awards Committee;

WHEREAS there is a need to enter into a Partnership for this particular project to complement the requirements of the Cultural Center of the Philippines of bids and Awards Committee;

NOW THEREFORE, upon motion and duly seconded, the Board of Directors act to:

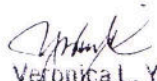
RESOLVED, as it hereby RESOLVED that GLOBAL-V BUILDERS CO. is authorized to participate in the public bidding for the Supply of Labor and Materials for the Upgrading & Rehabilitation of Employee and Public Restrooms at the CCP Main Building

RESOLVED, that Steven Ross C. Lim, is hereby appointed to act as duly authorized and designated representative of Global-V Builders Co., is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent Global-V Builders Co., in the Cultural Center of the Philippines of bidding as well as if awarded contract as fully and effectively might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

RESOLVED FURTHER, as it is hereby further resolved, that Steven Ross C. Lim is hereby authorized to execute waiver of jurisdiction whereby Global-V Builders Co. hereby submits itself to the jurisdiction of The Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;

RESOLVED FINALLY, as it is finally RESOLVED, that Steven Ross C. Lim, is hereby authorized to execute a waiver that GLOBAL- V BUILDERS CO., shall not seek and obtain writ of injunctions or prohibition or restraining order against the Cultural Center of the Philippines or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

APPROVED AND SIGNED by all the members of the Board this 10 OCT 2016 day of _____, 2016 in Makati City, Philippines.


Veronica L. Yao
Exec. Vice President


LAWRENCE C. LIM
President

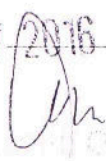
Florence C. Lim
(Corporate Secretary)


STEVEN ROSS C. LIM
Vice President - Finance

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this 10 OCT 2016 day of _____, 2016 Affiant exhibited to me her Social Security System No. 33-379048-38 Philippines.

Doc. No. 251
Page No. 57
Book No. 54
Series of 2016.


MARIA CLARA
Notary Public
P.O. Box 178000, Manila 1017
D.P. No. 1510172/18-12-15

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, FLORENCE C. LIM, a duly elected and qualified Corporate Secretary of GLOBAL-V BUILDERS CO. a partnership duly organized and existing under and by virtue of the law of the Philippines, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certify and duly authorized to certify the same:

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on October 5, 2016 at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that STEVEN ROSS C. LIM, be, as it hereby is, authorized to participate in the bidding of Supply of Labor and Materials for the Upgrading & Rehabilitation of Employee and Public Restrooms at the CCP Main Building; by the Cultural Center of the Philippines; and that if awarded the project shall enter into a contract with the Cultural Center of the Philippines; and in connection therewith hereby appoints STEVEN ROSS C. LIM acting as duly authorized and designated representatives of Global-V Builders Co., and granted full power and authority to do, execute and perform any and all acts necessary and/or represent Global-V Builders Co. in the bidding as fully and effectively as the Global-V Builders Co. might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof.

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

1. execute a waiver of jurisdiction whereby the Global-V Builders Co. hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
2. Execute a waiver that the Global-V Builders Co. shall not seek and obtain writ of injunction or prohibition or restraining order against the AFP or any other agency in connection with this contract to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____
this 10 OCT 2016

F. Lim
FLORENCE C. LIM
(Corporate Secretary)

SUBSCRIBE AND SWORN to before this _____ day of _____, 2016 affiant exhibiting to me her Social Security System No. 33-379040-38, Philippines.

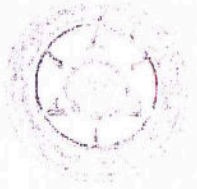
Doc. No. 24
Page No. 51
Book No. 97
Series of 2016

Daniel G. Lacuna
NOTARY PUBLIC
Notary Public for
PTR No. 412201201, LPO / 1-05-10
IDP No. 1218172 / 10-27-15 PPLS
ROR No. 40283 / 12CLE 14-0008802

PHILIPPINES



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
EAST AVE QUEZON CITY



NON-PROFESSIONAL

LAST NAME, FIRST NAME, MIDDLE NAME

LIM, STEVEN ROSS CHENG



ADDRESS (NO. STREET, CITY MUN., PROVINCE)
168 CHINGKING ST FB HARRISON PASAY CITY

BIRTH DATE SEX HT. (cm) WT. (kg) NATIONALITY
1971-09-06 M 170 70 FIL

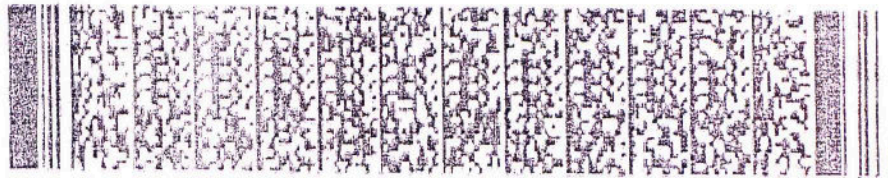
RESTRICTIONS CONDITIONS AGY EXPIRES
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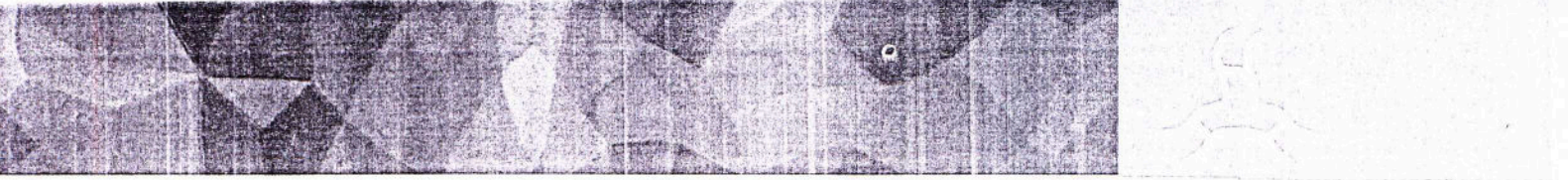
LICENSE NO.

512-11-20157

Alfonso Y. Yan, Jr.
ALFONSO Y. YAN, JR.
ASST. SECRETARY

SIGNATURE OF LICENSEE
Sep 03, 2014





Cultural Center of the Philippines

NOTICE TO PROCEED

February 14, 2017


MR. STEVEN ROSS C. LIM
Vice President for Finance
GLOBAL-V BUILDERS CO.
4546 Quintos Street, Brgy. Poblacion
Makati City
Tel No: 897-3088

Dear Mr. Lim:

The attached contract having been approved, notice is hereby given to GLOBAL-V BUILDERS CO. that work may commence for the *Supply of Labor and Materials for the Upgrading and Rehabilitation of Employee and Public Restrooms at the CCP Main Building* upon receipt of this Notice to Proceed.

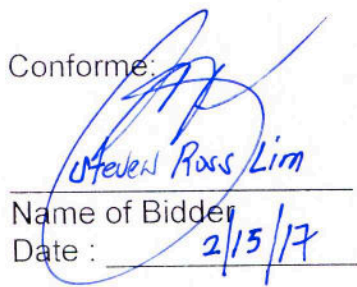
Upon receipt of this notice, you are responsible for performing the services under the Terms and Conditions of the Contract and in accordance with the Implementation Schedule.

Very truly yours,



RAUL M. SUNICO, Ph.D
President ✓

Conforme:



Steven Ross Lim

Name of Bidder

Date : 2/15/17