

Contract no.: BAC-CO-10-002

21 7 2020
Date & Time

Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

Bids and Award Committee

CONTRACT AGREEMENT

FEB 06 2020

THIS AGREEMENT, made the _____ day of _____ 2019 between the **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, represented by its President, **ARSENIO J. LIZASO**, pursuant to Board Resolution No. L-279, Series of 2017 (hereinafter called "the Procuring Entity"), and **SAGE TAPPING POINT INC (STPI)** represented by its Chairman & CEO, **LEONEL P. ANDOYO**, pursuant to Secretary Certificate, (hereinafter called the "Contractor").

ANTECEDENTS:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., **RETROFITTING OF ELECTRICAL WIRING AT CCP MAIN BUILDING PHASE I** and has accepted a Bid by Supplier for the supply of those goods and services in the sum of **Eleven Million Four Hundred Sixty-Six Thousand Five Hundred Thirteen and 30/100 (PhP11, 466,513.30)**, inclusive of Value Added Tax, (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) Terms of Reference;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) The Performance Security;
 - (h) The Entity's Notice of Award.
 - (i) Board Resolution authorizing the CCP President to sign the Contract; and
 - (j) Document authorizing STPI's signatory to sign the Contract.
3. In consideration of the payments to be made by the CCP to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the CCP to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the CONTRACT.

4. The CCP hereby covenants to pay the CONTRACTOR in consideration of the provision of the Goods and Services and the remedying of defects therein, the CONTRACT Price or such other sum as may become payable under the provisions of the CONTRACT at the time and in the manner prescribed by the CONTRACT.

5. TERMS OF PAYMENT:

(a) The CONTRACTOR will be paid on a fixed fee, per deliverable basis, under the following schedule:

- 1) On Contract Signature: Fifteen Percent (15%) of the CONTRACT PRICE shall be paid within sixty (60) days from signing of the CONTRACT and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- 2) On Delivery: Sixty-five percent (65%) of the CONTRACT PRICE shall be paid to the CONTRACTOR within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the Special Conditions of the Contract (SCC) provision on Delivery and Documents.
- 3) On Final Acceptance: The final payment shall be paid to the CONTRACTOR within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the CCP's authorized representative. In the event that no inspection or acceptance certificate is issued by the CCP's authorized representative within forty five (45) days of the date shown on the delivery receipt, the CONTRACTOR shall have the right to claim final payment subject to the CCP's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 4) Final payment shall be made by the CCP to the CONTRACTOR not later than sixty (60) days after full completion of all works subject of this CONTRACT and upon Final Acceptance of the same to be issued in writing by the CCP and upon submission by the CONTRACTOR of its invoice or claim for payment, sworn statement certifying that all taxes due from it and all obligations for materials used and labor employed in connection with this CONTRACT have been fully paid.
- 5) Before any payments are made, the CCP may require the CONTRACTOR to submit additional documents as may be necessary and proper in accordance with the Commission on Audit (COA) rules and regulations, to effect payment.



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6. WARRANTY:

- (a) 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.
- (b) The Electrical Panel Board and Circuit Breakers shall carry a Five (5) year warranty on parts and services, including free of charge check-up and maintenance, commencing on the date of commissioning, against factory defects under normal operating conditions.
- (c) The CONTRACTOR shall guarantee its work for a period of Five (5) year from the date of final acceptance. The CONTRACTOR must 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.

After Sales Service and Support during the warranty period should cover all reported defects and should be completely/satisfactorily repaired/replaced by the CONTRACTOR within 24 hours after receipt of a verbal and/or written notice from the CCP.

The CONTRACTOR shall be held liable in case of damages or injuries sustained by any person during the warranty period which is attributable to faulty workmanship, equipment, and materials furnished by the CONTRACTOR.

- (d) The Suppliers obligation for the Warranty pursuant to the foregoing terms shall, similar to the Warranty for manufacturing defects of goods, be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period specified in the SCC: provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- (e) 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.


- 7. As per OGCC- Contract Review No. 957, Series of 2019, this Contract has passed the review of the Office of the Government Corporate Counsel, whose comments and suggestions have incorporated herein.

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

to

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

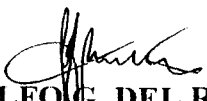
By:
The CCP



ARSENIO J. LIZASO
President

By:
The CONTRACTOR



LEONEL P. ANDOYO
President

Signed in the presence of:

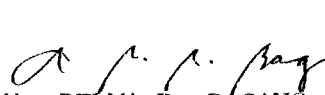

RODOLFO G. DEL ROSARIO
Vice-President for Administration


KRYSTAL GAY R. OCTAVIANO
Authorized Representative

End-User:


TERESA S. RANCES
Department Manager III
Administrative Services Department

~~WITHIN BUDGET~~


OIC **MA. BELMA R. BAGANG**
Department Manager
Finance Services Department
10604610 (08) A.N. 464.513.20
mm **19-12-4758**

ACKNOWLEDGEMENT

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

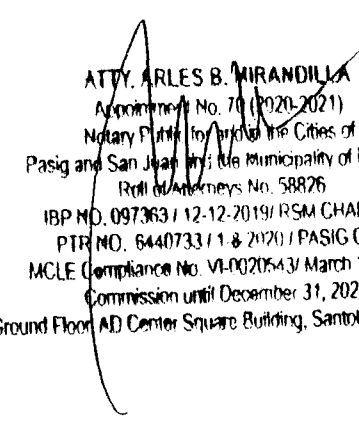
BEFORE ME, personally appeared:

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

known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on FEB 06 2020 2019 in Pasay City.

Doc. No. 36 ;
Page No. 9 ;
Book No. 270 ;
Series of 2019


ATTY. ARLES B. MIRANDILLA
Appointment No. 70 (2020-2021)
Notary Public for the Cities of
Pasig and San Juan in the Municipality of Pateros
Roll of Attorneys No. 58826
IBP NO. 097363 / 12-12-2019/ RSM CHAPTER
PTR NO. 6440733 / 1 & 2020 / PASIG CITY
MCLE Compliance No. VI-0020543/ March 18, 2019
Commission until December 31, 2021
Ground Floor AD Center Square Building, Santolan, Pasig City



ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
LEONEL P. ANDOYO	DRIVER'S LICENSE No. NO3-11-020299	MARCH 18, 2022

known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature she affixed confirms her voluntary act and that of the entity he represents.

FEB 06 2020

SIGNED AND SEALED on _____ 2019 in Pasay City.

Doc. No. 37 ;
Page No. 9 ;
Book No. 236 ;
Series of 2020



ATTY. ARLES B. MIRANDILLA
Appointment No. 70 (2020/2021)
Notary Public for and in the Cities of
Pasig and San Juan and the Municipality of Paleros
Roll of Attorneys No. 58826
IBP NO. 097363 / 12-12-2019 / RSM CHAPTER
PTR/NO. 84407337 / 1-8-2020 / PASIG CITY
MCLE Compliance No. VI-0020543/ March 18, 2019
Commission until December 31, 2021
Ground Floor, AD Center Square Building, Santolan, Pasig City