



Contract no.: BAC-CON20-001

Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

CONTRACT AGREEMENT

This AGREEMENT made the 19 DEC 2019 day of _____ 2019 betw en:

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

and

ISOMETRIC ENTERPRISES (IE), a sole proprietorship, owned and operated by **BERNARDINO M. LANDICHO**, with principal and current office address at Rm. 508, Topaz Bldg., Brgy. Malaya, Kamias Road, Quezon City, hereinafter referred to as the "**CONTRACTOR**".

ANTECEDENTS:

WHEREAS, the CCP's Bids and Award Committee (BAC) invited Bids for the "**SUPPLY AND INSTALLATION OF ONE (1) UNIT MULTI CELL COOLING TOWER**" located at CCP Main Building CCP Complex, Roxas Boulevard, Pasay City.

WHEREAS, under CCP-BAC Resolution No. 2019-026 dated October 11, 2019, marked as Annex "C, the CCP-BAC accepted and recommended for approval the Bid of the **CONTRACTOR** in the sum of **NINE MILLION NINE HUNDRED SIXTY THOUSAND PESOS AND 00/100 ONLY (Php 9,960,000.00)**, inclusive of Value Added Tax (VAT), hereinafter called "**the CONTRACT PRICE**"

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

THUS, the parties agree:

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 deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;

- (c) the Technical Specifications;
- (d) the General Conditions of the Contract;
- (e) the Special Condition of the Contract;
- (f) Performance Security; and
- (g) the Entity's Notification of Award.

The Scope of the Project, Technical Specifications, Scope of Work, and all other provisions specified in the Terms of Reference (TOR) are deemed part and parcel in this Contract Agreement.

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. DURATION:
 - (a) The Duration of work and delivery of Cooling Tower shall be within One Hundred Twenty (120) Calendar Days from the date of receipt of the Notice to Proceed by the CONTRACTOR, excluding holidays or unworkable days due to disasters, and severe weather conditions or similar extreme circumstances, as may be mutually agreed upon by the CCP and the CONTRACTOR. The CCP will issue Notice to Proceed after the perfection of the CONTRACT. Overnight works may be allowed when the day works are not available due to CCP events or shows as agreed upon by both parties.
 - (b) The restoration or correction period is included in the One Hundred Twenty (120) Calendar Days duration of the project.
6. PAYMENT:
 - (a) Payments shall be made only upon a Certification by the CCP President to the effect that the Project has been rendered or delivered in accordance with the terms of this CONTRACT and has been duly inspected and accepted by CCP.
 - (b) 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), and upon fulfillment of other obligations stipulated in this CONTRACT.

- (c) Pursuant to the item (b), payments shall be made by the CCP within sixty (60) calendar days after submission of an invoice or claim by the CONTRACTOR.

7. ADVANCE PAYMENT AND TERMS OF PAYMENT:

- (a) Advance payment shall be made only after prior approval of the CCP President, and shall not exceed fifteen percent (15%) of the CONTRACT amount.
- (b) All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the CCP President.
- (c) 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 an irrevocable letter of credit or a bank guarantee issued by a Universal or Commercial Bank 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 remaining thirty-five percent (35%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining thirty-five percent (35%) subject to the Entity'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) All payments shall be subject to one percent (1%) retention and shall only be released thirty (30) days upon issuance of completion and acceptance and receipt of a warranty bond as stipulated in Article 7 pursuant to existing government accounting and auditing rules and regulations.

- 6) 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.

8. 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 cooling tower equipment shall carry a one (1) 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 one (1) 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 CONTRACTOR shall post a warranty bond effective for a minimum period of one (1) year in the form of either retention money in the amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the CONTRACT price, after the issuance of Certificate of Completion and Final Acceptance. The said warranty bond shall only be released after one (1) year after the completion and acceptance of the project provided, that the CONTRACTOR will make good any defect in workmanship and its supplied materials that may be found during one (1) year from the date of final acceptance.
- (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.

9. PERFORMANCE SECURITY:

- (a) The CONTRACTOR shall at its own expense, post an annual Performance Security in favor of CCP and in accordance with the provisions of RA 9184 to guarantee the performance of any and all of the CONTRACTOR's obligations under this CONTRACT and TOR. The Performance Security may be in any of the forms listed below and callable upon demand:
- 1) Five percent (5%) of the Total CONTRACT PRICE: Cash or cashier's/manager's check issued by a Universal or Commercial Bank; or
 - 2) Five percent (5%) of the Total CONTRACT PRICE: Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
 - 3) Thirty percent (30%) of the Total CONTRACT PRICE: Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

The Performance Security shall remain valid and effective until issuance by the CCP of the Certificate of Final Acceptance to answer for whatever obligations/liabilities that the CONTRACTOR may incur under this CONTRACT, or which it may owe to its employees/personnel.

- (b) Failure of the successful CONTRACTOR to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.
- (c) 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.

10. LIQUIDATED DAMAGES:

- (a) Should the CONTRACTOR refuse or fail to satisfactorily deliver services/goods under the CONTRACT within the duration of the Project as stated in the Schedule of Requirements including the duly approved time of 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.

- (b) 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 8 above.
- (c) 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.

11. MISCELLANEOUS PROVISIONS

- (a) Amendment. No modification of this Memorandum of Agreement or any of its provision shall be made except by written amendment which shall be signed by both parties hereto.
- (b) Severability. In the event or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal; and enforceable.
- (c) Notice. Any notice communications, request or correspondences required or permitted under the terms of this Memorandum of Agreement shall be in writing, exclusively in the English language, and shall be personally, via courier, registered mail, or facsimile transmission to the address of the parties provided by IE or at any other address that the parties shall, from time to time, give notice in writing to the other party.


12. OGCC-CONTRACT REVIEW NO. 525 SERIES OF 2019

This Contract Agreement has passed the review of the Office of the Government Corporate Counsel (OGCC), whose comments and suggestions have been 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.

SIGNED by the PARTIES on 19 DEC 2019, at Pasay City, Philippines.

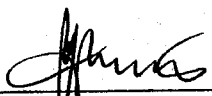
By:
The CCP

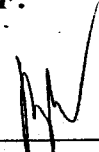

ARSENIO J. LIZASO
President *to*

By:
The CONTRACTOR

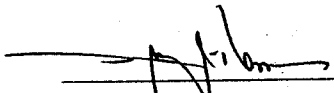

BERNARDINO M. LANDICHO
Owner and Proprietor

SIGNED IN THE PRESENCE OF:



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


MYLA L. ESTAÑO
Technical Sales Representative

End-User:


TERESA S. RANCES
Department Manager III, ASD
u

Within Budget:


ASUNCION E. ESMERO, DBA
Department Manager III-FSD
10648990 - 01 (0%) P 9,940,000 - 96
12/10/19 P 12/9/19

19-12-4485

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Quezon 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 19 DEC 2019 2019 in Pasay City.

Doc. No. 114 ;
Page No. 22 ;
Book No. XIX ;
Series of 2019


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323525-01-03-19/Q.C
IBP LIFETIME No. 00315
ROLL No. 25769/TIN 142-154-935
MCLE 5 Comp-00001549; 1-22-2014
Adm Matter No. 162/RTC-QC/2019

ACKNOWLEDGEMENT

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


BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
BERNARDINO M. LANDICHO	P1230819B	26 March 2021

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 19 DEC 2019 2019 in Pasay City.

Doc. No. 115 ;
Page No. 22 ;
Book No. XIX ;
Series of 2019


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7383228-01-03-19/Q.C
IBP LIFETIME No. 00315
ROLL No. 25769 for 142-154-835
MCLE 5 Comp. No. 548; 1-22-2014
Admin. Order No. 10013-OC(2019



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

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

SECRETARY'S CERTIFICATE

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

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

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

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

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



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

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

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

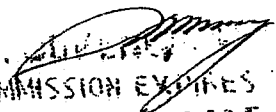
This Secretary's Certificate is issued for whatever legal purpose it may serve.

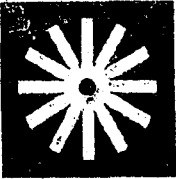
IN WITNESS WHEREOF, I have hereunto affixed my signature this 22nd day of June 2017 at Quezon City, Philippines.


BELEN O. SALUMBIDES
Acting Corporate Secretary

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

Doc. No. 410;
Page No. 2;
Book No. 11;
Series of 2017.


NOTARY PUBLIC
MY COMMISSION EXPIRES ON FEB. 28, 2017
BR. NO. 1005120-2015-PASIG CITY
ROLL NO. 30908
PTR NO. 1977446-C 11-A/2015 Q.C
SOLE COMPLIANCE NO. 07-000676 0
4th SS BLDG. WASSCO EASTMENT KETIPAN
MARIAS QUEZON CITY



ISOMETRIC ENTERPRISES

Rm. 508 Topaz Bldg. Brgy. Malaya
Kamias Road., Quezon City
1101 Philippines
Tel. (632) 433 01 81 / 82
(632) 924 85 72
Fax (632) 924 85 71
email: office@isometric-ent.com

• DISTRIBUTOR • IMPORTER • EXPORTER • INTERNATIONAL TRADER •

SPECIAL POWER OF ATTORNEY

That I, **BERNARDINO M. LANDICHO**, Filipino, of legal age, married and with postal address at Unit 508 Topaz Building, Kamias, Quezon City, do hereby **NAME, CONSTITUTE and APPOINT, MYLA L. ESTAÑO** as my true and lawful attorney-in-fact for me in my name, place and instead, to do and perform the following acts and things to wit:

- To represent, negotiate in behalf of ISOMETRIC ENTERPRISES, in the bidding of **SUPPLY AND INSTALLATION OF ONE (1) UNIT MULTI CELL COOLING TOWER AT CCP MAIN BUILDING.**
- To sign, and execute any documents necessary to enforce the above-quoted acts.

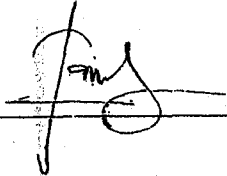
HEREBY GIVING AND GRANTING unto my said attorney-in-fact full and authority to do and perform all acts, and things whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purpose as I might do or could lawfully do if personally present, with full power of substitution, and hereby **RATIFYING and CONFORMING** all that said attorney shall lawfully do or cause to be done by virtue hereof.


BERNARDINO M. LANDICHO
Principal

Accepted:

MYLA L. ESTAÑO
Attorney-in-fact

SIGN IN THE PRESENCE OF:



ACKNOWLEDGEMENT

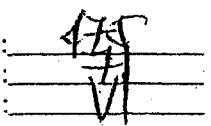
Republic of the Philippines)
Quezon City, Metro Manila) S.S.

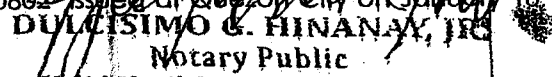
BEFORE ME, Notary Public and in Quezon City, personally appeared **BERNARDINO M. LANDICHO**, known to me and to me know to be same person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

WITNESS MY HAND AND SEAL at the place and on the date first above-written.

SUBSCRIBED AND SWORN to before me this 19 JUN 2019 of 2019 at Quezon City exhibited to me his Community Tax Certificate No. 46890802 issued at Quezon City on January 10, 2019.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019 _____




DULCISIMO G. HINANAY, JR.
Notary Public
Valid Until December 31, 2020
Roll of Attorney's No. 27836
PTR NO. 5522627, 1-3-2019, Q.C.
IBP NO. 18 NOTARY PUBLIC 2019, Q.C.
ADM. MATTER NO. NP-012 (2019-2020)
MCLE COMPLIANCE NO. V-0005813
January 22, 2015
#35 Matalino Street, Masonic Building, Dillman, Q.C.

COPY 3

