

BAC-CON19-008



Cultural Center of the Philippines
SANTRONG PANGKULTURA NG PILIPINAS

**CONTRACT
FOR THE
DESIGN AND CONSTRUCTION OF 315 M³/DAY CAPACITY CENTRALIZED
SEWAGE TREATMENT PLANT (STP) AND SEWER SYSTEM
FOR CCP BUILDINGS**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is executed on AUG 15 2019, 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, **ARSENIO J. LIZASO**, duly authorized for this purpose under Board Resolution No. L-279, Series of 2017 (marked as Annex "A"), hereinafter referred to as "**CCP**";

-and-

ECO-SYSTEM TECHNOLOGIES, INC (ESTI), a private corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at SK11 Mansion Bldg., No. 3 V. Victorio St., Pleasant Hills, Mandaluyong City, represented by its Director for Sales and Marketing, **MR. ROGELIO G. MONIS JR.**, duly authorized for this purpose through Secretary's Certificate (marked as Annex "B"), hereinafter referred to as the "**CONTRACTOR**".

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

ANTECEDENTS

CCP is in need of a Contractor to render the necessary services for the **Design and Construction of 315 M³/Day Capacity Centralized Sewage Treatment Plant (STP) and Sewer System for CCP Buildings ("The Project")** located at ASEAN Plaza, CCP Complex, Roxas Blvd., Pasay City.

On October 20, 2018, the CCP's Bids and Award Committee ("**CCP-BAC**") advertised the second (2nd) posting of the Request for Expression of Interest for the Project in the Government Electronic Procurement System (PhilGeps) and in the CCP Website.

On October 26, 2018, the CCP-BAC and the Technical Working Group ("**TWG**") members conducted a Pre-Bid Conference with four (4) Bidders in attendance including the **CONTRACTOR**.

On November 15, 2018, the CCP-BAC and the Technical Working Group ("**TWG**") members conducted a second (2nd) Pre-Bid Conference with only two (2) Bidders in attendance including the **CONTRACTOR**.

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On November 29, 2018, the CCP-BAC and TWG members conducted a Bid Opening Conference which was attended by the two (2) Bidders, including the CONTRACTOR.

After careful post evaluation of the submitted bid documents to the CCP-BAC and TWG, the CONTRACTOR was found to be responsive and complying Bidder.

Under BAC Resolution No. 2019-19, approved and signed on June 14, 2019, the CCP-BAC recommended to award the execution and completion of the Project "Design and Construction of 315 M³/Day Capacity Centralized Sewage Treatment Plant (STP) and Sewer System for CCP Buildings" to the CONTRACTOR with a Contract Price of **TWENTY SIX MILLION FIVE THOUSAND SEVEN HUNDRED FIFTY NINE PESOS AND 24/100 (PHP26,005,759.24) only**, inclusive of Value Added Tax (VAT).

On June 18, 2019, the CCP-BAC issued a Notice of Award which was received on June 26, 2019 by the CONTRACTOR

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.
- 1.2 The following documents shall be deemed to form, be read and construed as part of this **CONTRACT**, viz:
 - A. Terms of Reference, including its attached Annexes;
 - B. Designs/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, and Contract Agreement Form);
 - F. Minutes of Pre-Procurement Conference Meeting;
 - G. Minutes of Pre-Bid Conference Meeting;
 - H. Supplemental Bulletins;
 - I. Bidder's Eligibility and Technical Documents including the following annexes;
 1. Registration Certificate from SEC or DTI
 2. Valid Mayor's Permit/ Business Permit
 3. PCAB License
 4. Statement of On-going and Completed Government and Private Project
 5. Audited Financial Statement
 6. Net Financial Contracting Capacity (NFCC)
 7. Bid Security
 8. Conformity with the Technical Specification
 9. Omnibus Sworn Statement
 10. Tax Clearance
 11. Credit line/Cash Deposit Certificate, if any
 12. Contractor's All Risk Insurance, if any
 13. Construction Methodology

14. List of Equipment
15. Organizational chart
16. Brochures
17. Discharge Permits
- 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.2019-19 declaring the winner;
- O. Post Qualification Documents;
 1. Latest Income Tax Return
 2. Certificate of PhilGEPS Registration
- P. Notice of Award;
- Q. Performance Security;
- R. Gantt Chart, Program of Work and Detailed Estimate;
- S. Notice to Proceed;
- T. Detailed Breakdown of the Approved Budget for the Contract (ABC)/Bill of Materials;
- U. Detailed Breakdown of the Contract Cost / Bill of Quantities;
- V. Evidence of Invitation of Three (3) Observers;
- W. General Conditions of the Contract (GCC)
- X. Special Conditions of the Contract (SCC)
- Y. Other Mandatory Documents Submittal Requirement as per TOR.

ARTICLE II SCOPE OF THE PROJECT

- 2.1 The scope of the project will be the design and construction for the construction of 315m³/day Centralized Sewage Treatment Plant (STP) and Sewer System for CCP utilizing the existing structure of CCP Main Water Reservoir. This will include the mobilization/demobilization and provision of labor and technical expertise; materials, tools and equipment necessary to complete the project.

The Scope of the Project will also include the following design and construction works:

- A. Topographic Survey of route of the sewer lines from identified existing septic tanks of CCP. Acquisition of all applicable permits such as construction permit, excavation permit, MMDA permit (if necessary) DENR or LLDA Discharge Permit shall be part of the responsibility of the CONTRACTOR.
- B. Preparation of Environmental Management Plan (EMP).
- C. Site development, civil construction, design, fabrication, supply, delivery, installation, testing and commissioning of the sewer system and treatment plant complete with accessories including ancillary facilities. Installation shall include also restoration of affected roads, concrete pavement, plant water supply and sewerage.
- D. Design and construction of all relevant civil works to include concrete breaking, site layout, concreting works, formworks, waterproofing and interface works with existing relevant site, if any. Concrete works shall include exterior walls and bottom

slab and shall be designed to resist buoyant force with waterproofing and shall conform to Philippine Standards.

- E. Tapping of STP Motor Control Center (MCC) to nearby pumping station control panel located at existing water reservoir. An independent breaker and switch shall be installed allocated for STP only.
- F. Provide complete material, equipment and services during construction of civil works, installation of equipment and commissioning of the plant. All equipment shall be warranted for at least one (1) year from date of completion and acceptance. Air Diffusers shall be warranted for five (5) years.
- G. Provision of plant concrete structures as required, equipment, machinery piping, valving, instrumentation, metal works, handrails, manhole covers, etc.
- H. Fabrication, assembly and start-up of the equipment, machinery, noise attenuation, piping, valving, instrumentation, etc.
- I. Provision of a complete schedule listing of all tests, test procedures and timing of tests to be undertaken.
- J. Service instructions and training to the CCP operation staff as defined under "Service, Instructions and Training", herein.
- K. Preparation and submission of equipment arrangement and detailed drawings showing all plant and equipment, foundations, supports and locations of all fixations and anchoring devices.
- L. Proper dispatching of packed goods, equipment, and materials supplied from sources outside the Philippines including transport to the site and necessary insurance. All imported equipment and materials shall be priced at Freight on Board (F.O.B.) CCP, Manila.
- M. Provision of seismic restraints for all systems and piping.
- N. Provision of 200 m³ storage tank for treated waste water within the existing tank (spare area) with air vent and overflow.
- O. Rehabilitation of the existing septic tanks that are to be converted as lift station.
- P. Test run of the plant for at least six (6) months after completion from the date of start-up. The CONTRACTOR shall be responsible for providing the manpower and chemicals to run the system.

ARTICLE III DURATION OF THE PROJECT

- 3.1 Duration of the Project shall be Four Hundred Twenty (420) Calendar Days to complete the project. It is understood that the actual work shall commence upon receipt by the CONTRACTOR of the Notice to Proceed

The construction work schedule shall be for Two Hundred Forty (240) Calendar Days and includes all activities such as but not limited to, the acquisition of necessary permits. Plant operation and commissioning referred to in Article 2.1 (P) of this CONTRACT shall follow for another One Hundred Eighty (180) Days.

The CONTRACTOR shall submit a Gantt Chart indicating program of works and milestone using Microsoft Project, list of equipment and tools, Organizational Chart, Construction Plan and list of all personnel involved in the implementation of the project prior to the commencement of work.

- 3.2 The Four Hundred Twenty (420) 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, 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 thirty (30) days without penalty, provided it secures the written approval from CCP before the expiration of the Four Hundred Twenty (420) Calendar Days 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.

- 3.4 CCP shall only issue the Certificate of Final Acceptance to the CONTRACTOR upon the latter's satisfactory completion of all works required in Article II and also full performance of all its other obligations provided under this CONTRACT including all those provided by Article 1.1.

ARTICLE IV CONTRACT PRICE

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 **TWENTY SIX MILLION FIVE THOUSAND SEVEN HUNDRED FIFTY NINE PESOS AND 24/100 (PHP 26,005,759.24) only**, inclusive of Value Added Tax (VAT).

The Contract Price includes all applicable Government taxes, permits, supply of materials, tools, equipment, consumables, labor and Maynilad Water Services, Inc. (MWSI) supervision/management fee which shall be **One Million Three Hundred Thousand Two Hundred Eighty-Seven Pesos and 96/100 (Php 1,300,287.96) only**, inclusive of Value Added Tax (VAT) equivalent to five percent (5%) of the Contract Price to complete the project.

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ARTICLE V
TERMS OF PAYMENT

5.1 Payments shall be made only upon a Certification by the CCP President to the effect that the particular phase of the Project has been completed in accordance with the terms of this CONTRACT and have been duly accepted by CCP.

All payments are subject to the actual fund released by the Department of Budget and Management (DBM) to 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"), 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 twenty eight (28) days after issuance of Certificate of Completion and Acceptance by the CCP to 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 The CONTRACTOR will be paid on a fixed fee, per deliverable basis, under the following schedule:

A. Fifteen percent (15%) -- upon perfection of the CONTRACT and acceptance of the Notice to Proceed, the CONTRACTOR is entitled to the claim for advance payment 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 or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the CCP. The irrevocable letter of credit or bank guarantee must be for an equivalent amount as the advance payment, it shall remain valid until the Project is completed/delivered, and accompanied by a claim for advance payment.

B. Fifty Percent (50%) less advance payment (net of advance payment, if any, as provided for item 5.4 above) -- upon completion of 50% of the project and submission of accomplishment report showing 50% completion and submission of delivery documents as stipulated in the Special Conditions of the Contract ("SCC").

C. Fifty Percent (50%) - Final billing upon completion of all work requirements, submission of all reports approved by CCP, and issuance of final acceptance by the CCP.

5.6 Final payment shall be made by the CCP to the CONTRACTOR within twenty eight (28) 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 sworn statement certifying that all taxes due from it and

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all obligations for materials used and labor employed in connection with this CONTRACT have been fully paid.

- 5.7 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 VII pursuant to existing government accounting and auditing rules and regulations.
- 5.8 Before any payments are made, the CCP may require the CONTRACTOR to submit additional documents as may be necessary and proper in accordance with the Commission on Audit (COA) rules and regulations, to effect payment.

ARTICLE VI GENERAL SPECIFICATION

6.1 TECHNICAL SPECIFICATIONS:

The Project shall comply with the following approved Design Specifications:

- A. Performance Specifications of Sewage Treatment Plant, Annex "A" of the TOR;
- B. Civil Design Specifications, Annex "B" of the TOR;
- C. Architectural Design Specifications, Annex "C" of the TOR;
- D. Structural Design Specifications, Annex "D" of the TOR;
- E. Mechanical Design Specifications, Annex "E" of the TOR;
- F. Electrical Design Specifications, Annex "F" of the TOR;
- G. STP Flow Process Diagram, Annex "G" of the TOR;
- H. Sewer Layout Plan, Annex "H" of the TOR;
- I. STP-SBR Plan Layout, Annex "I" of the TOR, and;
- J. Cistern Tank Plan, Annex "J" of the TOR.

The STP shall be primarily for 315 m³/day capacity and shall follow the Technical Specifications and submittals as shown in the CCP Performance Specifications. The plant shall be designed to have two (2) sequencing batch reactors, complete with biological nutrients removal (BNR system) that will comply with the DENR DAO 2016-08 standards.

6.2 CODES AND STANDARDS:

All works shall conform and comply with the applicable latest standards as follows:

- A. Philippine Mechanical Engineering (PSME) Code;
- B. Philippine Electrical Engineering Code;
- C. Philippine National Building Code;
- D. Philippine Plumbing or Sanitary Code;
- E. Department of Environment and Natural Resources (DENR) Standards;
- F. Department of Labor and Employment (DOLE) Occupational Safety and Health;
- G. Occupational Safety and Health Administration (OSHA);
- H. American Society for Testing Materials (ASTM);
- I. The American National Standard Institute (ANSI);
- J. National Structural Code of the Philippines (NSCP);
- K. American Concrete Institute (ACI) Concrete Masonry Structures Design;

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7
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- L. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE);
- M. National Electrical Manufacturers Association (NEMA);
- N. National Fire Protection Association (NFPA);
- O. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA);
- P. Underwriter's Laboratories, Inc. (UL);
- Q. International Electromechanical Commission (IEC);
- R. Conformance Europeenne (CE);
- S. ISO Standards;
- T. Maynilad Water Services, Inc. (MWSI) Standards.

6.3 SCOPE OF WORK:

The CONTRACTOR shall strictly comply with the approved ("For Construction") STP Specifications which includes Schedule of Equipment and Mechanical Plans, Architectural Plans, Electrical Plans brochures and equipment specifications submitted and approved by CCP.

All plans and drawings shall be approved by the CCP before the commencement of works. Mechanical plans and drawings shall be signed and sealed by the Professional Mechanical Engineer, Electrical plans and drawings shall be signed and sealed by Electrical or Professional Engineer, Structural plans and drawings shall be signed by Civil/Structural Engineer, Architectural plan finishes shall be signed by Architect, and Sanitary plans and drawings shall be signed by Sanitary Engineer.

The Scope of Work shall include all provisions for labor, tools, materials, and pieces of equipment as necessary to complete the Project. Specifically, the CONTRACTOR shall:

- A. Secure necessary Permits and Licenses for the permissible installation and operation of the STP from National/Local/Barangay and/or Authority Having Jurisdiction.
- B. Prepare and submit to CCP a valid Gantt Chart or Program of Works with methodology for approval prior to commencement of works.
- C. Provide skilled/qualified personnel and engineer/s, general supervision, complete Personnel Protective Equipment (PPE), instrumentation, tools and equipment to complete the works.
- D. Submit valid Organizational Chart with a complete list of personnel, and list of tools and equipment to CCP before the commencement of works.
- E. Conduct pre-installation planning and safety orientation for all personnel involved in the project, including CCP Project Engineer/s.
- F. Be in close coordination with the CCP Project Engineer/s during the entire implementation and completion of the works.

- G. Handle all equipment with extra care following safety standards and manufacturer's handling guidelines.
- H. Provide the CCP end-user with the STP electrical/mechanical design layout signed by duly Licensed Professional Electrical/Mechanical Engineer before installation, including the process flow or design, equipment brochures, installation and operation manuals.
- I. Close coordination with the CCP Project Engineer/s and CCP Consultant (MWSI) for the entire duration of the Project.
- J. Mobilization/Delivery:
1. Conduct ocular inspection and site evaluation to determine all possible queries and conditions prior to the commencement of works, with CCP Project Engineer/s present.
 2. Mobilize/deliver all materials, equipment and personnel to the site and install safety signages/devices to secure the working area.
 3. Properly coordinate with the CCP Project Engineer/s for the inspection of delivery.
 4. Use proper rigging and lifting of heavy equipment in accordance with the DOLE construction safety and health.

K. Constructions and Installations:

The Constructions and installations shall be in accordance with the approved design specifications as stated in Item 6.1.

L. Inspection:

1. Inspection of equipment will be conducted upon delivery on project site prior to installation. Present/submit all requirements such as, but not limited to: delivery receipt, Factory Inspection Report, Manufacturer's and/or Contractor's Warranty Certificate, Certificate of Acceptance/Inspection Report, Invoice Receipt for Property and Brochure/Manuals indicating the Technical Specifications of the equipment.

If the equipment is come from outside the Philippines, present/submit additional requirement such as the following, but not limited to: Bill of Lading with Packing List and Certificate of Origin.
2. Regular inspection shall be conducted by authorized CCP Project Engineer to monitor compliance by the CONTRACTOR with work specifications. All defective work determined by the CCP representative during the inspection must be corrected immediately by the CONTRACTOR at no cost to the CCP.
3. Final inspection with the CCP Project Engineer/s, CCP Internal Audit Inspector, and COA Inspector (when required) will be done upon submission

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of Notice of Inspection / Turnover and Completion Reports by the CONTRACTOR.

4. All defective works which may be found during the inspection must be corrected immediately within 24 hours to the satisfaction of the CCP.

M. Demobilization:

1. Housekeeping the working area and hauling of waste materials to a designated area by CCP Project Engineer/s.
2. Demobilization of equipment and personnel on the project site.

N. Turnover and Acceptance:

1. The CCP will make a Certificate of Completion and Final Acceptance after the inspection is satisfied/completed.
2. Submit warranty certificate/s, letter of turnover, service reports, As-Built Plans, and other documents necessary for the payment upon completion and acceptance of the project.

**ARTICLE VII
WARRANTY**

- 7.1 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.
- 7.2 The CONTRACTOR shall be responsible and guarantee the system to meet all specifications and warranties. The CONTRACTOR shall guarantee the new structure for fifteen (15) years, process or workmanship for five (5) years and one (1) year warranty period for defects in materials, effective on the date of Notice of Acceptance to be issued by the CCP. 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 shall cover all reported defects and shall be completely/satisfactorily repaired/replaced by the CONTRACTOR within 72 hours after receipt of a verbal and/or written notice from the CCP

- 7.3 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.

- 7.4 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 VIII OBLIGATIONS OF THE PARTIES

8.1 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 as provided for in Article VI on General Specifications 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 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.
 - 3. The CONTRACTOR shall assume full responsibility for the safety, protection, security and convenience of its personnel, third parties and the public at large for the entire duration of the Project and the CONTRACT.
- C. The CONTRACTOR shall be solely responsible for the loss or damage of any of its equipment, materials and other properties that will be left within the premises of the CCP for the duration of the CONTRACT and until they are finally removed, taken or pulled out.
- D. The CONTRACTOR shall be responsible for obtaining/paying for all necessary permits from the City of Manila or Pasay required for this project and paying of supervision/management fee to MWSI.

- E. The CONTRACTOR must secure the necessary Permits and Licenses for the permissible operation of the STP (National/Local/Barangay/DENR, etc.).
- F. The CONTRACTOR shall be responsible for the preparation and verification of the approved mechanical and electrical design plans (for construction), process flow, layout, orientation and technical specifications with the CCP Project Engineer/s.
- G. The CONTRACTOR shall be responsible for supervising and directing the work, using the best quality skilled personnel and engineer/s. They shall accompany the CCP Project Engineer/s and CCP Internal Audit inspector during inspections.
- II. The CONTRACTOR shall be responsible for providing all miscellaneous hardware needed to complete the project.
 - I. The CONTRACTOR shall install safety signs and/or devices and display it in designated and/or conspicuous areas for public information and general safety.
 - J. The CONTRACTOR shall ensure that the delivery and storage of materials are properly made and coordinated with CCP authorized representatives to avoid inconvenience to the CCP personnel and the public.
 - K. The CONTRACTOR shall ensure that all deliveries and materials to be used in the project are presented first to the CCP for verification and prior approval before its actual application or installation.

8.2 OBLIGATIONS AND RESPONSIBILITIES OF THE CCP:

- A. The CCP agrees to pay the amount of the CONTRACT Price and such other amount that may become due the CONTRACTOR in accordance with the terms of this CONTRACT.
- B. The CCP shall provide the CONTRACTOR sufficient working space and storage area 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 IX
MISCELLANEOUS REQUIREMENTS**

- 9.1 The work throughout shall be executed in the best and most thorough manner, under the direction of and to the satisfaction of the CCP or the CCP Project Engineers and based on strict conformance with the CONTRACT plans and documents.
- 9.2 The CONTRACTOR shall be responsible for his work until its completion and final acceptance and shall replace any of the same, which may be damaged, lost or stolen without additional cost to the CCP. He shall guard the building and its contents against

damage by him, his employees or any of the other contractors and shall make repair for any damage free of charge.

- 9.3 Delivery and storage of materials intended for the project must be properly coordinated by the CONTRACTOR with CCP Project Engineers. 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 works and requirements not expressly included in the scope of work, but are absolutely necessary or are standard practices or requirements in similar consultancy works, shall be considered integral part of the scope of work.
- 9.5 The CONTRACTOR shall not assign this CONTRACT or subcontracting any portion of it without the prior written consent of the CCP.

ARTICLE X NON-LIABILITY

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

ARTICLE XI LIQUIDATED DAMAGES

- 11.1 The CONTRACTOR shall pay liquidated damages to the CCP for each day that the Completion Date is later than the Intended Completion Date or Duration of the Project. The applicable liquidated damages is at least one-tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The CCP may deduct liquidated damages from payments due to the CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this CONTRACT, the CCP may rescind or terminate this CONTRACT, without prejudice to other courses of action and remedies available under the circumstances.
- 11.2 If the Intended Completion Date or Duration of the Project is extended after liquidated damages have been paid, the Project Engineer/s of the CCP shall correct any overpayment of liquidated damages by the CONTRACTOR by adjusting the next payment certificate.
- 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 in Article XIII below.

- 11.4 In no case however, shall the total sum of liquidated damages exceed ten percent (10%) of the total CONTRACT price, in which event the CONTRACT shall automatically be taken over by the CCP or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay the government under the provisions of this clause and impose other appropriate sanctions.
- 11.5 In case of breach or violation by the CONTRACTOR of its obligations and undertakings under this CONTRACT (aside from the delays stated above), the CONTRACTOR shall pay the CCP the sum of PESOS: ONE HUNDRED FIFTY THOUSAND (Php150, 000.00) as and by way of liquidated damages for every violation. The damages herein provided are fixed and liquidated and the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to said liquidated damages, the CCP may deduct the amount from any and all money and amounts due or which may become due to the CONTRACTOR under this CONTRACT or any agreement and /or collect such amount from the CONTRACTOR's performance bond, whichever is convenient to the CCP, and without prejudice to the CCP's remedies under this CONTRACT or applicable laws.

ARTICLE XII NO-EMPLOYER-EMPLOYEE RELATIONSHIP

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 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:

- A. Ten percent (10%) of the Total CONTRACT Price: Cash or cashier's/manager's check, 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
- B. 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.

This is conditioned that the CONTRACTOR shall fully, satisfactorily and faithfully perform its undertaking and obligations under this CONTRACT. The Performance Security shall remain effective during the term of the CONTRACT 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

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**

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. In case the parties cannot agree to appoint a single arbitrator, the National President of the Integrated Bar of the Philippines or his duly designated representative shall appoint the sole arbitrator.

**ARTICLE XVII
PERMITS AND CLEARANCES**

The CONTRACTOR agrees to conform with the provisions of all laws, ordinances, rules and regulations pertaining to the work under this CONTRACT and undertakes to secure all necessary permits/licenses/clearances pertinent to the work from proper government offices. The CONTRACTOR shall also give all notices required by such laws, ordinances, rules and regulations, pay all fees payable to any public by such laws, ordinances, rules and regulations, pay all fees payable to the public authority or official provided, and indemnify CCP for any all fines, penalties and losses it may incur by reason of any breach of the CONTRACTOR's undertaking in this paragraph. In the event that CONTRACTOR shall fail or refuse to comply with the foregoing provisions, CCP shall have the right, but without any obligation, to obtain the said permits/licenses/clearances and/or pay the corresponding fees thereon, all thereof being chargeable by CCP against the CONTRACTOR and/or the latter's performance security.

**ARTICLE XVIII
FORCE MAJEURE**

- 18.1 For purposes of this CONTRACT the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the CONTRACTOR could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the CONTRACTOR.
- 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 as such inability arises from an event of Force Majeure, provided that the CONTRACTOR affected by such an event has:
- A. Taken all reasonable precaution, due care and reasonable alternative measures in order to carry out the terms and conditions in the Contract.
 - B. Informed the CCP not later than fifteen (15) days after the happening of any of such event.

- 18.3 All days rendered unworkable by reason of Force Majeure under this Article shall have a corresponding period of extension.

ARTICLE XIX TERMINATION

- 19.1 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.
- 19.2 CCP may terminate the CONTRACT without need of judicial action by sending the CONTRACTOR at least a fifteen (15) days prior notice of such effect.
- 19.3 The right of the CCP to hold the CONTRACTOR liable for damages shall be without prejudice to the right of the CCP to proceed against the bond and to terminate this CONTRACT for any violation/s such as non-compliance with any of the terms and conditions of this CONTRACT.
- 19.4 These rights and remedies of the Parties under this CONTRACT are in addition to any other rights and remedies provided by law.
- 19.5 The conditions in the General Conditions of the Contracts (GCC) in Clauses 16, 17, and 18 shall apply as the basis for the termination of the CONTRACT.

ARTICLE XX VARIATION ORDERS

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

**ARTICLE XXI
OTHER PROVISIONS**

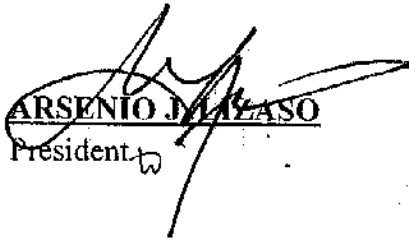
- 21.1 The CCP may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the CONTRACT. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such 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.
- 21.2 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.
- 21.3 This CONTRACT expresses and represents all promises, understanding and covenants of the Parties and supersedes all prior negotiations, understandings and agreements whether written or oral.
- 21.4 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.
- 21.5 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).
- 21.6 All remedies in this CONTRACT shall be without prejudice to those which may be provided for by law.
- 21.7 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.

**ARTICLE XXII
SEPARABILITY CLAUSE**

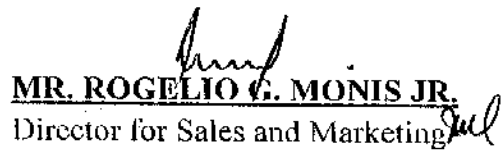
- 22.1 The parties hereby agree to amend or modify any provision of this CONTRACT, which has been declared invalid or contrary to law, to conform to the subject or objective of this CONTRACT.

SIGNED by the PARTIES on AUG 15 2019, at Pasay City, Philippines.

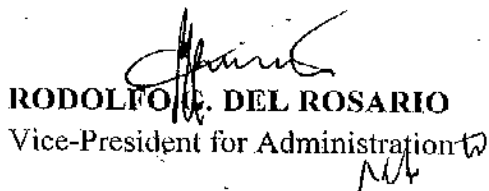
The CCP
By:

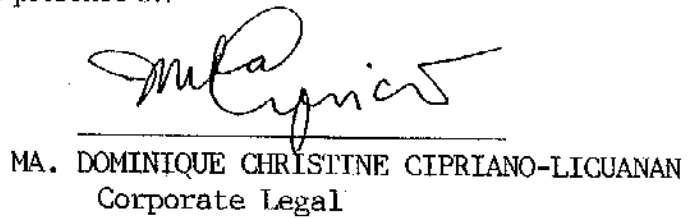

ARSENIO M. LAZASO
President

The CONTRACTOR
By:

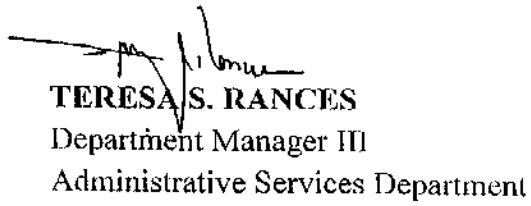

MR. ROGELIO G. MONIS JR.
Director for Sales and Marketing

Signed in the presence of:

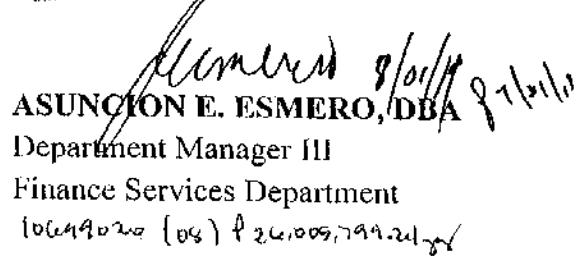

RODOLFO M. DEL ROSARIO
Vice-President for Administration
N/A


MA. DOMINIQUE CHRISTINE CIPRIANO-LICUANAN
Corporate Legal

End-User:


TERESA S. RANCES
Department Manager III
Administrative Services Department

WITHIN BUDGET


ASUNCION E. ESMERO, DBA
Department Manager III
Finance Services Department
10649020 (08) P 26,009,799.21

19-08-2459

ACKNOWLEDGEMENT

Republic of the Philippines)
City of MANDALUYONG 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 AUG 15 2019 2019 in Mandaluyong City
MANDALUYONG CITY

Doc. No. 237 ;
Page No. 49 ;
Book No. 93 ;
Series of 2019


ATTY. JAMES R. ABUGAN
NOTARY PUBLIC
Appt. No. 0442-19
Until Dec 31, 2020
IBP No. 051567 Sept. 28, 2018
Roll No. 26890 Lifetime
MCLE No. VI-0012875 Until 4/14/2022
TIN No. 116-239-956
PTR No. 3811514/1-3-2019
Tel No. 631-40-90
MANDALUYONG CITY

ACKNOWLEDGEMENT

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


BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
ROGELIO G. MONIS JR.	PRC ID No. 0082062	August 29, 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 AUG 15 2019 2019 in Pasay City, MANDALUYONG CITY

Doc. No. 238 ;
Page No. 49 ;
Book No. 90 ;
Series of 2019


ATTY. JAMES K. ABUGAN
NOTARY PUBLIC
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Tel No. 631-40-90
MANDALUYONG CITY



Cultural Center of the Philippines
SĒPIKONG PANGKULTURA NG PILIPINAS

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

1888

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. J-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
SENTERONG 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.

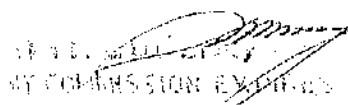
This Secretary's Certificate is issued for whatever legal purpose it may serve.

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. 416
Page No. 2
Book No. 11
Series of 2017.


NOTARY PUBLIC
BY COMMISSION EXPIRES 04/07/2017
S/N: 1005125-2015-PASAY CITY
REG. NO. 11904
10010, 1007, 1008, 11, 4, 2015 O.C.
WALZECO COMPLIANCE NO. 7-000876 0
WALZECO BLDG. WALZECO BASTIENIT & FLORES ST.
PASAY CITY, QUEZON CITY

REPUBLIC OF THE PHILIPPINES
MANDALUYONG CITY

~~SECRET~~

KNOW ALL MEN BY THESE PRESENTS:

I, TERESITA Y. SO, of legal age, single, with office address at Eco-System Technologies, Inc. (ESTI), SKH Mansion, No. 3 Y. Victorio Street, Pleasant Hills, 1550, Mandaluyong City, being the duly elected, qualified and acting Secretary of Eco-System Technologies, Inc., duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal place of business at SKH Mansion, No. 3 Y. Victorio Street, Pleasant Hills, 1550, Mandaluyong City, after having been duly sworn in accordance with law,

DO HEREBY CERTIFY THAT:

On July 3, 2019 a meeting was held at its principal office by the members of the Board of Directors of ESTI, and the following Resolution was unanimously approved and adopted:

"RESOLVED, as it is hereby resolved by the Board of Directors of ECO-SYSTEM TECHNOLOGIES (ESTI), INC., that ESTI be authorized to participate in the Cultural Center of the Philippines (the "Company") invitation to bid for the Design and Construction of 315 m³/day Capacity Centralized Sewage Treatment Plant (STP) and Sewer System for CCP Building Project";

"RESOLVED, FURTHER, that in case of award of the Project to ESTI, that ESTI be authorized to enter into the necessary contracts or agreements with the company, including any amendment or supplement to the same in connection with Project;


"RESOLVED, that MR. ROBERTO C. MONIS JR., be duly authorized to sign the pre-bid documents, the marketing proposal, and all other bidding requirements that ESTI will be submitting;

"RESOLVED, FURTHER, that in the event the Project is awarded to ESTI, that MR. MONIS JR. as ESTI's duly authorized representatives and signatory, be granted full power and authority to do, execute, deliver the appropriate documents, instruments, contracts, agreements as well as those which the company may require to submit, and perform any and all acts necessary and/or to represent ESTI in connection with the Project;

"RESOLVED FURTHERMORE, that this resolution supercedes the November 18, 2018 resolution governing the authorized signatory for contracts;

"RESOLVED, FINALLY, that this resolution shall remain valid, binding and subsisting unless and until otherwise expressly recalled, revoked or amended in writing."

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2019 at Mandaluyong City, Philippines.


TERESITA Y. SO
Corporate Secretary

JUL 12 2019

SUBSCRIBED AND SWORN to before me this _____ at Mandaluyong City.

Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her Philippine Social Security Identification No. 03-4706260-4, issued by SSS-Metro Manila.

Doc. No: 445;
Page No: 89
Book No: XVIII
Series of 2018⁹

NOTARY PUBLIC

ATTY. TERESA TERESA B. REYES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
REG. NO. 3810410/01/03/2019-MAND. CITY/RSM CHAPTER
NOTARIAL COMMISSION NO. 0380-18/MAND. CITY
ROLL OF ATTORNEYS NO. 60934
IBP LIFETIME NO. 092421/CAVITE/3/6/12
ANCE-COC (D. V. 0016770-04/14/19
NO. 20 SAN PEDRO ST., BRGY. PLAINVIEW
MANDALUYONG CITY



ESTI
ECO-SYSTEM TECHNOLOGIES, INC.

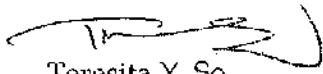
CERTIFICATION

This is to certify that effective June 1, 2019 Ms. Geraldine C. Caringal, Comptroller is resigned from the Eco-system Technologies, Inc. ("ESTI") and is no longer connected with ESTI.

In this regard, I hereby certify that in a meeting held on July 3, 2019, the Board of Directors of ESTI has designated Mr. Rogelio G. Monis Jr. Director for Sales and Marketing, as the company's representative authorized to sign all contract documents and any other papers that may be required or necessary in connection with the "Design and Construction of 315 m³/Day Capacity Centralized Sewage Treatment Plant (STP) and Sewer System of CCP Buildings" Project.

This certification is issued for whatever legal purposes it may serve.

Respectfully yours,



Teresita Y. So

