

**PHILIPPINE BIDDING DOCUMENTS**

**Refurbishment of Three (3)  
Chandeliers at the CCP  
Main Building**

Cultural Center of the Philippines

**Sixth Edition  
July 2020**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency

which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



## INVITATION TO BID NO. 24-006 FOR THE *Refurbishment of Three (3) Chandeliers at the CCP Main Building*

1. The *Cultural Center of the Philippines*, through the *Corporate Operating Budget for the FY 2024* intends to apply the sum of *Seven Million Seventy Five Thousand One Hundred Five Pesos (Php7, 075,105.00)* inclusive of VAT and other applicable government taxes being the ABC to payments under the contract for *Refurbishment of Three (3) Chandeliers at the CCP Main Building*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Cultural Center of the Philippines* now invites bids for the above Procurement Project. The refurbishment process shall commence upon receipt of Notice to Proceed (NTP) and must be completed within twenty-seven (27) months, by November 2026 or when the Main Lobby is ready for installation, whichever comes first. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Cultural Center of the Philippines* and inspect the Bidding Documents at the address given below during *Tuesdays - Friday, 8:00AM – 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 21, 2024* from the given address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php10, 000.00*.
6. The *Cultural Center of the Philippines* will hold a Pre-Bid Conference<sup>1</sup> on *November 28, 2024, 1:30PM* at *CCP Boardroom, CCP Annex Building, CCP Complex, Roxas Boulevard, Pasay City*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below or at *CCP Boardroom, CCP Annex Building, CCP Complex, Roxas Boulevard, Pasay City*, on or before *December 12, 2024, 9:30AM*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

9. Bid opening shall be on *December 12, 2024, 9:30AM* at *CCP Boardroom, CCP Annex Building, CCP Complex, Roxas Boulevard, Pasay City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each bidder shall submit four (4) copies of the first and second components of its bid, properly labeled with tab, and one (1) password protected electronic copy in PDF format in USB.
11. The *Cultural Center of the Philippines* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

*REGIE Z. PROFETA*  
*BAC Secretariat*  
*CCP Admin and Finance Building, CCP Complex,*  
*Roxas Boulevard, Pasay City*  
*Email: regie.profeta@culturalcenter.govc.ph*  
*Tel. no.: 8551-0039*

13. You may visit the following websites:

For downloading of Bidding Documents: [Opportunities - Cultural Center of the Philippines](#)

*November 19, 2024*

**EUGENE A. DELOS SANTOS**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *Cultural Center of the Philippines* wishes to receive Bids for the *Refurbishment of Three (3) Chandeliers at the CCP Main Building*, with identification number *ITB no. 24-006*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of *Seven Million Seventy Five Thousand One Hundred Five Pesos (Php7, 075,105.00) inclusive of VAT and other applicable government taxes*.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *April 10, 2025*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit four (4) copies of the first and second components of its bid, properly labeled with tab, and one (1) password protected electronic copy in PDF format in USB.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 7 of the **IB**.

### **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Refurbishment of Large-scale chandeliers</i></li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>								
7.1	<i>Subcontracting is not allowed</i>								
12	No further instructions								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Acceptable Bid Security</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Bid Securing Declaration</td> <td style="text-align: center;">Original and Duly notarized</td> </tr> <tr> <td style="text-align: center;">Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</td> <td style="text-align: center;">Php141,502.10</td> </tr> <tr> <td style="text-align: center;">Surety Bond</td> <td style="text-align: center;">Php353,755.25</td> </tr> </tbody> </table>	Acceptable Bid Security	Amount	Bid Securing Declaration	Original and Duly notarized	Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or	Php141,502.10	Surety Bond	Php353,755.25
Acceptable Bid Security	Amount								
Bid Securing Declaration	Original and Duly notarized								
Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or	Php141,502.10								
Surety Bond	Php353,755.25								
19.3	<i>No further instructions</i>								
20.1	<p><i>List of permits and Licenses</i></p> <ol style="list-style-type: none"> <li>1. Mayor's/Business Permit</li> <li>2. DTI or SEC Registration</li> <li>3. Income and Business Tax Return</li> <li>4. Bidder's List of Key Personnel with attached curriculum vitae (<i>the required key personnel are stated in Section VII- Technical Specifications</i>)</li> <li>5. Bidder's List of Tools and Equipment with attached pictures (<i>the required tools and equipment are stated in Section VII- Technical Specifications</i>)</li> <li>6. Specifications of bidder's storage facility with attached pictures and proof of ownership or lease agreement.</li> <li>7. Other necessary documents, if required.</li> </ol>								
21.2	<i>No further instructions</i>								

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## 5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered in the Cultural Center of the Philippines, CCP Complex, Roxas Boulevard, Pasay City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in the Cultural Center of the Philippines, CCP Complex, Roxas Boulevard, Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Division Chief of the Maintenance and Engineering Division and Inspector from the Internal Audit Department, and other authorized personnel.</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>All other works shall be in accordance with the scope of work in the Technical Specifications</i></li> </ol>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>As specified in the Technical Specifications</i>
4	<i>As specified in the Technical Specifications</i>



## *Section VI. Schedule of Requirements*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Mobilization, pulldown, disassembly at the site, wrapping and boxing of component, and transportation to the storage site.	1	Lot	One (1) month
2	Storage of chandeliers	1	Lot	Twenty two (22) months
3	Refurbishment, installation, testing and commissioning, demobilization re- and and	1	Lot	Three (3) months

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Company name

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Signature over printed name of the authorized representative

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Date

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## TECHNICAL SPECIFICATION

**PROJECT TITLE: REFURBISHMENT OF THREE (3) CHANDELIERS AT THE CCP MAIN BUILDING**

Project Location: Cultural Center of the Philippines  
CCP Complex, Roxas Blvd., Pasay City

### I. PURPOSE

This project aims to refurbish three (3) chandeliers situated in the Main Theater Lobby of the CCP Main Building. With careful planning and adherence to safety protocols, this endeavor seeks to engage an expert SERVICE PROVIDER to ensure the preservation and protection of these valuable fixtures during refurbishment or renovation activities within the building premises.

### II. MINIMUM QUALIFICATIONS AND EXPERIENCE OF THE SERVICE PROVIDER

- 2.1 The SERVICE PROVIDER must have a minimum of forty-five (45) years of professional experience, demonstrating expertise in manufacturing, installation, dismantling, proper handling, packing, and removal of large-scale chandeliers, similar to the requirements outlined;
- 2.2 The SERVICE PROVIDER should have a team of skilled and experienced handlers, removers, as well as possess relevant experience in moving large-scale chandeliers; and
- 2.3 The SERVICE PROVIDER should have a sufficient, safe, dry, secure, fire hazard-free, flood-resistant, and well-ventilated space of at least 50-90 square meters within the service provider's premises in Metro Manila for the chandeliers for a maximum of twenty-three (23) months. This space will be subject to CCP inspection during the post-evaluation/qualification process prior to contract awarding.

### III. CHANDELIER SPECIFICATIONS

#### 3.1 DESCRIPTION

The chandeliers are ornamental lighting fixtures made out of a combination of capiz shells, crystals, and glass, located in the Main Theater Lobby of the CCP Building;

#### 3.2 DESIGN AND DIMENSION

- 3.2.1 Center Chandelier: 3 meters in diameter, approximately 700 kgs, with 61 LED and dimmable warm white light bulbs, featuring capiz shells, crystal beads, rectangular glass prisms, and brass arms.
- 3.2.2 Left and right chandeliers: each measure 2.15 meters in diameter, approximately 500 kgs, with 55 LED and dimmable warm white light bulbs, capiz shells, crystal beads, rectangular glass prisms, and brass arms.
- 3.2.3 The lighting fixtures are designed to provide ambient and decorative lighting and illumination within the lobby. The center down light is parabolic aluminized reflector (PAR).

- 3.2.4 Capiz shells are intricately arranged to provide a decorative element and diffuse light.
- 3.2.5 Crystal beads and glass prisms add sparkle and elegance to the chandeliers.
- 3.2.6 Brass arms provide structural support and contribute to the overall aesthetic.
- 3.2.7 The chandeliers are suspended from the ceiling of the lobby using appropriate mounting hardware.
- 3.2.8 Electrical components should comply with safety standards to prevent hazards such as electrical shock and fire.
- 3.2.9 The chain hanger supports should be wrapped with a cord cover, canvas, or DIY rope in a golden color similar to the ceiling's gold paper.
- 3.2.10 The electrical wire controls shall be wrapped with a cord cover or canvas in a golden color that matches the ceiling's gold paper.
- 3.2.11 All new materials or parts of the chandeliers to be installed or incorporated must be approved by CCP before installation.

#### IV. SCOPE OF WORK

##### 4.1 PHASE-1 – REMOVAL AND STORAGE

###### 4.1.1 Mobilization and Demobilization:

- a) The SERVICE PROVIDER shall be responsible for the mobilization and demobilization of equipment, tools, and personnel necessary for the successful execution of the project. This includes but is not limited to transporting necessary machinery, safety equipment, and skilled personnel to and from the project site.
- b) Mobilization shall commence upon receipt of the Notice to Proceed issued by CCP. Demobilization shall occur upon the satisfactory completion of the project and the removal of all equipment and personnel from the project site.
- c) The SERVICE PROVIDER shall ensure that mobilization and demobilization activities are conducted efficiently and in accordance with all relevant safety regulations and guidelines. Any delays or issues encountered during mobilization or demobilization shall be promptly communicated to the CCP Project Engineer for resolution.

###### 4.1.2 Pulldown:

- a) Provide any pulley block or chain block capable of safely and securely detaching each chandelier from its mounting point in the CCP Main Building Lobby, ensuring it can carry the required weight.
- b) Employ appropriate lifting equipment and techniques to ensure the integrity of the chandeliers and the safety of personnel.

###### 4.1.3 Disassembly:

- a) Evaluate the chandeliers to determine the most appropriate disassembly method, taking into account manufacturer guidelines and structural considerations.

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- b) Prior to disassembly, ensure all necessary safety measures are in place, including the provision of PPE for personnel involved.
- c) Before disassembly, properly tag or label each chandelier and its components for identification and reassembly purposes.
- d) Disassemble each chandelier into its individual components systematically according to manufacturer guidelines or best practices. Ensure that all components are properly tagged or labeled.
- e) Handle fragile elements with care to prevent damage during disassembly.

#### 4.1.4 Inspection and Assessment:

- a) Perform a detailed inspection of the three chandeliers to assess their current condition.
- b) Document any damages, wear, or needed repairs.

#### 4.1.5 Wrapping and Boxing of Components:

- a) Provide any wooden crates or boxes if needed as it is wrapping each chandelier component securely using appropriate packaging materials to prevent scratches, dents, or other damage.
- b) Place wrapped components into sturdy boxes, ensuring proper cushioning and support to withstand transportation and storage.

#### 4.1.6 Transportation to Storage Site:

- a) Provide suitable transportation vehicles equipped to handle delicate cargo.
- b) Secure chandelier components during transit to prevent damage.
- c) Provide a sufficient, safe, dry, secure, fire hazard-free, flood-resistant, and well-ventilated storage facility (50-90 sq.m.) within the service provider's premises in Metro Manila for a duration of twenty-two (22) months.

### 4.2 PHASE-2 – REFURBISHING AND RE-INSTALLATION

- 4.2.1 At the factory, complete teardown of chandeliers: Dismantling of arms and unstringing of all capiz tiles and crystals.
- 4.2.2 Repair and restoration of the brass members.
- 4.2.3 Cleaning of brass arms, ceiling canopies, and chain hangers (stripping of old coating by acid washing, buffing, lacquer application and baking).
- 4.2.4 Cleaning of individual capiz tiles (scouring original capiz, cleaning in acid bath, lacquer sealer)
- 4.2.5 Replacement capiz tiles (capiz cutting, brass binding, scraping raw capiz, lacquer, connectors), estimated at 15% of installed count.
- 4.2.6 Replacement of damaged/missing crystals, estimated at 10% of total installed count, using high-grade Clear Strass Swarovski crystals.
- 4.2.7 All strung glass prisms will be disassembled, acid washed and re-strung with brass wire.

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- 4.2.8 Complete rewiring of chandeliers, with wiring wrapped in a cord cover or canvas of golden color that matches the ceiling's gold paper, and replacement of all sockets.
- 4.2.9 Delivery to site and reinstallation upon proper coordination with CCP Project Engineer/s.
- 4.2.10 Reinstall the chandeliers when the Main Lobby is ready and free of dust.
- 4.2.11 Realignment of the chandeliers to their original positions. The final alignment must be approved by CCP before it is finalized.
- 4.2.12 Testing the chandeliers using the dimming switch at CCP and checking electrical circuits.

4.3 Safety and Health:

- 4.3.1 Ensure the implementation of safety measures to prevent personnel and chandeliers from falling.
- 4.3.2 Identify potential hazards and implement control measures such as on falling objects, falls from heights, electrical hazards, and ergonomic risks.
- 4.3.3 Comply with all relevant local laws and building codes. This includes providing Personal Protective Equipment (PPE) such as safety harnesses, hard hats, and dust masks, erecting scaffolding, displaying safety signs, emergency health procedures, and using caution tape in the main lobby area where the chandeliers are located. Additionally, install floor protection at the base of the scaffolding to prevent damage to the floor finish.
- 4.3.4 The SERVICE PROVIDER shall be responsible for the scaffolding design, installation, dismantling, and supervision by qualified scaffolders with TESDA NC2 certification and a supervisor.

4.4 Reporting and Communication:

- 4.4.1 Maintain regular and clear communication and coordination with CCP's stakeholders throughout the project to ensure alignment with expectations.
- 4.4.2 Provide regular updates and reports as required.

4.5 Final Handover:

- 4.5.1 Ensure the chandeliers are fully functional and meet all specified requirements before final handover.
- 4.5.2 Provide a detailed report of the work completed, including any recommendations for future maintenance.

**V. QUALITY ASSURANCE**

- 5.1 Conduct thorough inspections at each stage of the refurbishment to ensure high-quality workmanship;
- 5.2 Address any issues or defects promptly and effectively;
- 5.3 All work must be performed by qualified personnel experienced in handling delicate and valuable items;



- 5.4 Adhere to safety protocols and regulations throughout the removal and transportation process;
- 5.5 Conduct thorough inspections of each chandelier component before and after disassembly to document any pre-existing damage;
- 5.6 Installation must be conducted by qualified technicians to ensure proper alignment and stability;
- 5.7 The chandeliers must be treated as important artworks and valuable cultural accessories of the CCP Main Building; and

#### **VI. DELIVERY REQUIREMENTS**

- 6.1 Completed removal, storage, refurbishing, and re-installation of chandeliers must be executed within the agreed-upon timeframe;
- 6.2 Delivery to the site and reinstallation shall only be conducted after the SERVICE PROVIDER properly coordinates with CCP Project Engineer/s in writing at least fifteen (15) days before the scheduled delivery date. The refurbished chandeliers must be delivered to the project site once the Main Lobby is ready for reinstallation; and
- 6.3 Provide documentation outlining the entire refurbishment process, including removal, storage, refurbishing, and re-installation, accompanied by photographs and itemized lists of components for reference during re-installation.

#### **VII. ACCEPTANCE CRITERIA**

- 7.1 Chandeliers must be removed and re-installed from the CCP Main Building without causing damage to the building structure;
- 7.2 All chandelier components must be safely transported to the storage site and remain in good condition upon arrival; and
- 7.3 Documentation provided should be comprehensive and organized, facilitating future refurbishment and re-installation efforts.

#### **VIII. WARRANTY**

- 8.1 In order to assure that refurbishing defects shall be corrected by the SERVICE PROVIDER, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184 or the latest law of RA 12009;
- 8.2 The CCP shall promptly notify the SERVICE PROVIDER in writing of any claims arising under this warranty. Upon receipt of such notice, the SERVICE PROVIDER shall, repair or replace the defective Goods or parts thereof without cost to the CCP, pursuant to the Generic Procurement Manual;

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- 8.3 Any components of the chandelier that may be damaged or lost, including damage to CCP Property as a result of the project's implementation, must be restored to their original condition or replaced by the SERVICE PROVIDER at no cost to the CCP. If the property cannot be restored or replaced, the SERVICE PROVIDER shall pay for the value of the property damaged. The value of the property shall be determined by the CCP;
- 8.4 The SERVICE PROVIDER warrants the safety of the chandeliers and maintains their condition during the transfer and throughout the entire duration of storage within their premises. The SERVICE PROVIDER shall bear liability in case of fire, flood, damage, or loss of the chandeliers during their custody; and
- 8.5 The completed project shall be warranted for three (3) years against any defects and poor workmanship and one (1) year against defects in materials after final completion and acceptance by the CCP. This means that any part or parts that fail within the warranty period, except due to fortuitous events, shall be repaired or replaced by the SERVICE PROVIDER at no cost to the CCP. The SERVICE PROVIDER shall issue a Warranty Certificate prior to Final Acceptance of the project;

**IX. CCP RESPONSIBILITIES**

- 9.1 Provide the SERVICE PROVIDER with access to the CCP Main Building and the specific locations where the chandeliers are installed;
- 9.2 Obtain and provide any necessary permits required for the refurbishment work;
- 9.3 Ensure that all necessary utilities (electricity, water) are available at the work site;
- 9.4 Review and approve the SERVICE PROVIDER 's work plan and schedule;
- 9.5 Coordinate with the SERVICE PROVIDER to schedule inspections and approvals as needed; and
- 9.6 CCP will be responsible for securing insurance for the chandeliers separately.

**X. CONTRACTUAL OBLIGATIONS**

- 10.1 Develop a detailed work plan and schedule for the refurbishment project;
- 10.2 Ensure all work is completed according to the agreed timeline and specifications;
- 10.3 Provide all necessary labor, tools, equipment, and materials required for the refurbishment;
- 10.4 Ensure all materials used meet the required quality standards and specifications; and
- 10.5 The SERVICE PROVIDER is responsible for all costs associated with the removal, transportation, storage, refurbishment, and re-installation of the chandeliers as outlined in this technical specification; and

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- 10.6 Any deviations from the agreed-upon scope of work must be approved in writing by the CCP.

## XI. COMPLETION TIMELINE

- 11.1 The refurbishment process shall commence upon receipt of the Notice to Proceed and must be completed within **twenty-seven (27) months**, by **November 2026**, or when the Main Lobby is ready for installation, whichever comes first. The twenty-seven (27) months include the following:

- 11.1.1 **One (1) month** for mobilization, pulldown, disassembly at the site, wrapping and boxing of components, and transportation to the storage site.
- 11.1.2 **Twenty-two (22) months** for storage. If the actual storage period for the chandeliers is reduced from the 22-month duration, a corresponding storage fee (VAT inclusive) will be deducted from the Contract Price based on the actual bid tender of the SERVICE PROVIDER. Similarly, if the storage period is extended, an additional storage fee of the same amount (VAT inclusive) will be charged to the SERVICE PROVIDER.
- 11.1.3 **Three (3) months** for refurbishment, reinstallation, testing and commissioning, and demobilization.
- 11.2 A time extension may be provided, agreed in writing by both parties, when the Main Lobby of the Main Building is not yet ready for installation, with a corresponding additional storage fee to the SERVICE PROVIDER; and
- 11.3 The schedule of activities shall be submitted to CCP for approval and properly coordinated with the Construction Management Team of the renovation project.

## XII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **Seven Million Seventy-Five Thousand One Hundred Five Pesos (Php7,075,105.00)** only, inclusive of Value Added Tax (VAT). This amount also includes a monthly storage fee of up to **Sixty-Four Thousand Seven Hundred Thirteen Pesos and 60/100 (Php 64,713.60)** for twenty-two (22) months.

If the storage period for the chandeliers is shortened or reduced from the 22-month period, a corresponding storage fee (VAT inclusive) will be deducted from the Contract Price based on the actual bid tendered by the SERVICE PROVIDER. Similarly, if the storage period is extended beyond the 22-month period, an additional monthly storage fee of the same amount (VAT inclusive) will be charged to the SERVICE PROVIDER. All materials, parts, or accessories included in the Contract or the detailed bill of materials that are not consumed shall be turned over to CCP. If not turned over, their cost shall be deducted from the Contract Price.

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**XIII. PAYMENT**

- 13.1 **Fifteen Percent (15%) Advance Payment:** The SERVICE PROVIDER may claim a 15% advance payment following Annex "D" of the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184;
- 13.2 **Thirty Percent (30%)** of the Contract Price upon completion of the removal works and securing the storage of the chandeliers;
- 13.3 **Seventy Percent (70%)** final payment upon full completion and acceptance of the project: Payment shall be made by the CCP to the SERVICE PROVIDER after full completion of all works subject of this agreement 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 Agreement have been fully paid.

**XIV. SCOPE OF THE CONTRACT**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR and the RA 12009, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

\*\*\*\*\*Nothing Follows\*\*\*\*\*



**PROJECT TITLE: REFURBISHMENT OF THREE (3) CHANDELIERS AT THE CCP  
MAIN BUILDING**

**LIST OF KEY PERSONNEL**

<b>PERSONNEL</b>	<b>MINIMUM EDUCATION/LICENSED/ TRAINING</b>	<b>GENERAL AND RELEVANT EXPERIENCE</b>
1 Project Manager / Engineer	<ul style="list-style-type: none"> <li>• Engineering graduate or any related course, preferably with a valid PRC license.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum of 10 years of extensive experience in managing similar refurbishment projects, with a focus on handling delicate and historical lighting fixtures. Expertise must include supervision, installation, dismantling, proper handling, packing, and removal of large-scale chandeliers, in line with project requirements.</li> </ul>
1 Site Supervisor / Foreman	<ul style="list-style-type: none"> <li>• Graduate of Engineering or any related vocational course with relevant certification.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 5 years of experience in chandelier refurbishment or similar decorative fixture works.</li> </ul>
1 Safety Officer (SO2 or SO3)	<ul style="list-style-type: none"> <li>• At least an Engineering Graduate in a relevant course</li> <li>• Certified Safety Officer with certifications on any of the following: OSH, COSH, and BOSH.</li> <li>• Preferably DOLE Certified Safety Officer with valid accreditation.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 5 years of experience in safety management, with knowledge of local and industry safety standards.</li> </ul>
1 Electrician	<ul style="list-style-type: none"> <li>• High School Diploma</li> <li>• Preferably with a certificate of training or seminar on any relevant vocational course.</li> <li>• Preferably with TESDA certification in a related field.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 5 years of experience in handling complex lighting systems, particularly historical or decorative installations.</li> </ul>
5 Skilled Chandelier Technicians	<ul style="list-style-type: none"> <li>• High School Diploma</li> <li>• Preferably with a certificate of training or seminar on any relevant vocational course.</li> <li>• Preferably with TESDA certification in a related field.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 5 years experienced in chandelier cleaning, dismantling, and reassembling, with specific expertise in handling fragile, decorative, or antique lighting fixtures.</li> </ul>
5 Helpers/Laborers	<ul style="list-style-type: none"> <li>• Not required</li> </ul>	<ul style="list-style-type: none"> <li>• At least 2 years general labor experience, with a preference for experience in delicate refurbishment work.</li> </ul>

**LIST OF TOOLS AND EQUIPMENT**  
(Minimum Requirement)

- 1. 1-unit Truck;**
  - To transport crates containing chandelier components from the CCP Main Building, the refurbishment shop, and the storage area, and vice versa.
  - Appropriate load capacity for chandelier weight.
- 2. 1-unit Forklift; (As needed)**
  - To move and load crates containing chandelier components onto the truck.
  - Appropriate load capacity for chandelier weight.
- 3. 2-units Hydraulic Hand Pallet Truck (3000kg);**
  - To move crates containing chandelier components from the Main Lobby to the building's ramp for loading.
  - Appropriate load capacity for chandelier weight.
- 4. 2-units Chain Hoists / Electric Winches or Chain Block (5-ton capacity);**
  - For the safe lowering and raising of the chandeliers during removal and reinstallation.
  - Load capacity must match or exceed the chandelier weight.
- 5. 1 set Electrical Testing Equipment**
  - Multimeter For checking voltage, continuity, and resistance; Insulation tester, and Circuit tester.
  - To ensure proper electrical functioning and safety of the chandelier lighting system during dismantling and reinstallation.
- 6. 1-2 sets Glass and Fixture Cleaning Equipment**
  - To safely clean delicate chandelier components (crystal, glass, or metal).
  - Soft microfiber cloths, non-abrasive cleaning solutions suitable for glass/crystal, and Brushes with soft bristles for intricate detailing.
- 7. 2-3 Ladders**
  - For access to lower parts of the chandelier where scaffolding or lifts are not necessary.
  - Non-slip feet and sturdy frame.
- 8. 1-2 sets Hand Tools**
  - For general dismantling, assembly, and adjustments.
  - Including: screwdrivers in various sizes; pliers, wrenches, and adjustable spanners; Allen keys, wire strippers and crimping tools; and precision tools for delicate fixtures.
- 9. 1 lot Packing Materials**
  - For the safe packing and storage of chandelier parts during refurbishment.
  - Foam and bubble wrap (for cushioning delicate components).
  - Sturdy crates or boxes (for transporting chandelier parts).
  - Labels and marking materials for organized storage.



**10. Safety Equipment (1 set per worker)**

- To ensure worker safety during the project.
- Tools include:
  - Safety harnesses (for workers on scaffolding or aerial lifts).
  - Helmets, gloves, and safety goggles.
  - Fire extinguishers (in case of electrical hazards).

**11. 1 Vacuum Cleaner**

- To remove dust and debris from chandelier components.
- Specifications: Suction power adjustable for delicate items.

**12. Temporary Lighting Fixtures (as needed)**

- To provide sufficient lighting for workers during chandelier removal and refurbishment.
- Tools include: Portable LED work lights and Extension cords.

**13. Mobile Work Platforms (as needed)**

- To provide a safe and stable working surface at heights.
- Specifications: height adjustable, and safety rails and non-slip surface.

**PROJECT TITLE: REFURBISHMENT OF THREE (3) CHANDELIERS AT THE CCP MAIN BUILDING**

Location: Cultural Center of the Philippines  
CCP Complex, Roxas Blvd., Pasay City

**BILL OF MATERIALS**

Item	Description	QTY	Unit	Unit Cost	Total Amount
<b>Part I</b>	<b>General Requirement</b>				
1.1	Mobilization/Demobilization	1	lot		
1.2	Scaffoldings	1	lot		
1.3	Health and Safety	1	lot		
	Sub-Total				
	12% VAT				
	Total Part-I				
<b>Part II</b>	<b>Removal</b>				
2.1	Pulldown, Disassembly, Inspection and Assessment:	1	lot		
2.2	Boxing and Wrapping (Wooden Crating) and Hauling	1	lot		
	Sub-Total				
	12% VAT				
	Total Part-II				
<b>Part III</b>	<b>Storage (50-90 sq. m. Dry Storage Room)</b>				
3.1	Monthly Storage Fee	1	lot		
	12% VAT				
	Sub-Total				
3.2	Total Storage Fee for 22 Months (before VAT)	1	lot		
	Total VAT				
	Total Part-III				
<b>Part IV</b>	<b>Refurbishment and Reinstallation</b>				
4.1	Based on Scope of Work	1	lot		
	12% VAT				
	Total Part-IV				
	<b>GRAND TOTAL</b>				
	<b>OR</b>				

Prepared by:

Approved by:

Bidder

1. Compliance with the statements must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.
2. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.
3. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a) (ii) and/or General Conditions of the Contract (GCC) Clause 2.1 (a) (ii).s

ACKNOWLEDGEMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE  
FOR THE PROCUREMENT PROJECT **REFURBISHMENT OF THREE (3)**  
**CHANDELIERS AT THE CCP MAIN BUILDING**

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Company name

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Signature over printed name of the authorized representative

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Date



## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

