

Cultural Center of the Philippines

SENTRONG PANGKULTURA NG PILIPINAS

BIDS AND AWARDS COMMITTEE RESOLUTION NO. 2026-02-26-001

RECOMMENDATION OF AWARD

CP03a: REFURBISHMENT AND REPLACEMENT OF DECOMESH ON WALLS AND CEILINGS AT THE LITTLE THEATER OF THE CCP MAIN BUILDING THROUGH SECTION 35.6 (b) NEGOTIATED PROCUREMENT UNDER RESTORATIVE WORKS FOR THE CONSERVATION OF HISTORICAL AND CULTURALLY SIGNIFICANT STRUCTURES AND ARTWORKS

WHEREAS, the Cultural Center of the Philippines (CCP) is currently implementing a multi-phase CCP Main Building Rehabilitation Project, including the restoration and replacement of the existing wall and ceiling decorative mesh system of the Little Theater of CCP Main Building, ensuring structural integrity, aesthetic, and acoustics quality, and compliance with conservation standards of the National Commission for Culture and the Arts;

WHEREAS, Project **CP03a: Refurbishment and Replacement of Decomesh on Walls and Ceilings at the Little Theater of the CCP Main Building** was identified as a critical component of this restoration, with an Approved Budget for the Contract (ABC) of **Thirty-Eight Million Four Hundred Ninety-Three Thousand Nine Hundred Sixty-Four and 69/100 Pesos (P38,493,964.69)** inclusive of VAT and other applicable government taxes;

WHEREAS, the Maintenance and Engineering Services Division (MESD) conducted a Market Study (*Annex A*) to identify qualified contractors capable of undertaking the required services for the refurbishment and replacement of Deco Mesh at the CCP Little Theater, and identified **R.G. Simbulan and Partners Corp.** as technically capable and the most suitable qualified contractor with a strong track record in delivering high-quality architectural, civil, and interior fit-out works for large scale and complex institutional, commercial, and cultural projects;

WHEREAS, pursuant to Section 35.6 of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 (New Government Procurement Act), procurement of restorative works intended for the conservation of historical and culturally significant structures and artworks may be conducted through Negotiated Procurement, to ensure the engagement of qualified conservators, specialists, or entities with proven expertise;

WHEREAS, the CCP-Bids and Awards Committee (CCP-BAC) invited R.G. Simbulan and Partners Corp. for a negotiation on 20 February 2026 (*Annex B – Negotiation Table*). The CCP-BAC reconfirms the technical proposal and the conformance of R.G. Simbulan and Partners Corp. to the Technical Specifications and Terms of Reference and accepted the contract proposal of **Thirty-Four Million Pesos (P34,000,000.00)** inclusive of VAT and other applicable government taxes as reconciled by the CCP Construction Project Management, Design Coordinates Inc.;

WHEREAS, the CCP-BAC finds R.G. Simbulan and Partners Corp, to be legally, technically, and financially capable of undertaking the Refurbishment Deco Mesh on Walls and Ceilings at the Little Theater of the CCP Main Building;

NOW THEREFORE, the CCP Bids and Awards Committee (CCP-BAC), hereby **RESOLVES** as it is hereby **RESOLVED** to recommend to the Head of Procuring Entity,

- a. The Negotiated Procurement Mode of Procurement for the Refurbishment and Replacement Deco Mesh on Walls and Ceilings at the Little Theater of the CCP Main Building, amounting to **Thirty-Four Million Pesos (P34,000,000.00)** inclusive of VAT and other applicable government taxes through; and
- b. The Award of the contract to **R.G. Simbulan and Partners Corp.**

Done at the Cultural Center of the Philippines, Pasay City this **26th day of February 2026.**



Recommending Approval

(absent)
ZHAMANTA ANGELIQUE KYLE K. PESCADERO
Member

(absent)
MARIBEL N. CUMBE
Member

ATTY. FRANCIS ALLEN T. PALIGAN, JR.
Member

(retired)
MARLENE T. SISON
Member

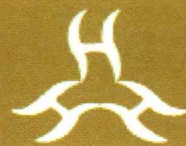
VALINE MAE D. CALMERIN
Member

EUGENE A. DE LOS SANTOS
Co-chairperson

LOURDES S. MENDOZA
Chairperson

Approved by

DR. JAINE Z. LAYA
Chairperson
CCP Board of Trustees
Head of the Procuring Entity



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

NOTICE OF AWARD

04 March 2026

MR. RENATO G. SIMBULAN
President and CEO
R.G. SIMBULAN AND PARTNERS CORP.
Suite 126 LRI Design Plaza, Nicanor Garcia St.,
Bel-Air II, Makati City

Dear Mr. Simbulan,

The Cultural Center of the Philippines hereby awards in your favor the project **CP03a: Refurbishment and Replacement of Deco Mesh on Walls and Ceilings at the Little Theater of the CCP Main Building** in the amount of **Thirty-Four Million Pesos (₱34,000,000.00)**, inclusive of VAT and all other applicable government taxes.

To guarantee the faithful performance of obligations, you are hereby required to post within ten (10) calendar days from receipt hereof, a performance security in any of the following forms:

Form of Performance Security	Amount
Cash, cashier's/manager's check issued by a Universal or Commercial bank	Ten (10%) of the total contract price
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial bank; provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%) of the total contract price

Your failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award.

Please signify your conformity by affixing your signature and the date of signing on the space provided below. Kindly return the duly signed Notice of Award to the BAC Secretariat, CCP Admin and Finance Building, CCP Complex, Roxas Boulevard, Pasay City or thru email address pmd@culturalcenter.gov.ph.

Please be guided accordingly.

Thank you.

Very truly yours,



DR. JAIME C. LAYA
Chairperson
CCP Board of Trustees

ACCEPTANCE/CONFORME: _____ Date: _____ Signature over
Printed Name



Contract no.: BAC-CON-2026-001

CONTRACT AGREEMENT

THIS AGREEMENT made this 06 day of APR 2026, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government owned and controlled corporation established by virtue of Executive Order No. 30, series of 1966, located at CCP Complex, Roxas Boulevard, Pasay City, duly represented herein by its Chairman, **JAIME C. LAYA** (hereinafter called “the **CCP**”);

and

R.G. SIMBULAN AND PARTNERS CORP., a private corporation created under and by virtue of the laws of the Republic of the Philippines, with principal office address at Suite 126, LRI Business Plaza, 210 N. Garcia Street Bel-Air II, Makati City, represented herein by its President and CEO, **RENATO G. SIMBULAN** (hereinafter called “the **CONTRACTOR**”):

CCP and CONTRACTOR shall individually be referred to as “**Party**” and collectively as “**Parties**”.

ANTECEDENTS:

WHEREAS, Republic Act No. 12009 (New Government Procurement Reform Act) permits the use of Negotiated Procurement for restorative works involving historically and culturally significant structures. The CCP Main Building, declared a National Cultural Treasure by both the National Commission for Culture and the Arts (NCCA) and the National Museum of the Philippines, is protected under Republic Act No. 11961 An Act Strengthening the Conservation and Protection of Philippine Cultural Heritage Through Cultural Mapping and Enhanced Cultural Heritage Education Program;

WHEREAS, the CCP Main Building, designed by National Artist for Architecture Leandro V. Locsin, is a recognized cultural and architectural landmark that requires specialized expertise in structural and architectural restoration, heritage conservation, and restorative methodologies to ensure the preservation of its historical and artistic integrity;

WHEREAS, the CONTRACTOR is the existing contractor currently undertaking the architectural fit-out of the Lower and Upper Basements of the CCP Main Building and already maintains a mobilized and skilled conservation workforce, tools and equipment, existing access systems such as scaffolding, and an established working knowledge of the areas’ conditions, materials, and technical requirements;

WHEREAS, the nature of the works requires continuity with the current restorative activities already being performed by the CONTRACTOR to ensure compatibility of materials, methods, and application techniques, and to avoid technical risks, repeated access installation, and additional project delays;

WHEREAS, the selection of the CONTRACTOR through Negotiated Procurement has been conducted in a transparent and justifiable manner and is considered the most efficient, technically

sound, and cost-effective approach, given their ongoing restorative work, specialized expertise, and familiarity with the existing façade conditions;

WHEREAS, after the negotiation process, verification of the technical proposal, and confirmation of the CONTRACTOR's compliance with the Terms of Reference, including the review of submitted documents, the CCP Bids and Awards Committee has determined that the CONTRACTOR is legally, technically, and financially capable of undertaking "**CP03a: REFURBISHMENT AND REPLACEMENT OF DECO MESH ON WALLS AND CEILINGS AT THE LITTLE THEATER OF THE CCP MAIN BUILDING,**" and has subsequently recommended the award of the contract;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) CONTRACTOR's Financial Proposal,
 - (b) Negotiation Table,
 - (c) Terms of Reference (TOR),
 - (d) Construction Plans,
 - (e) Method Statement,
 - (f) Eligibility requirements, documents and/or statements,
 - (g) BAC Resolution No. 2026-02-26-001
 - (h) Notice of Award and the CONTRACTOR's conformed thereto,
 - (i) Performance Security,
 - (j) Notice to Proceed (NTP),
 - (k) Work Schedule including Critical Path,
 - (l) S-Curve / Cashflow,
 - (m) Materials and Equipment Schedule,
 - (n) Manpower Schedule,
 - (o) Table of Organization,
 - (p) Curriculum Vitae/Resume of Key Personnel, and
 - (q) Other contract documents that may be required by existing laws and/or the CCP or any other regulatory body concerned, whether required before or after the execution of this agreement.

3. **SCOPE OF WORK** (As per TOR):

The project scope includes the provision of labor, materials, tools, equipment, and general supervision for the implementation of refurbishment and replacement of deco mesh on walls and ceilings at the Little Theater of the CCP Main Building, in accordance with the approved methodology, technical specifications, and finishes. These works aim to ensure a sound, durable, and watertight substrate in preparation for the proper installation of the new travertine cladding system.

4. **CONTRACT PRICE:**

In consideration of the payments to be made by the CCP to the CONTRACTOR for the sum of **THIRTY-FOUR MILLION PESOS (PHP 34,000,000.00)**, inclusive of Value Added Tax (VAT), and a ten percent (10%) Provisional Sum in the amount of **THREE MILLION FOUR HUNDRED THOUSAND PESOS (PHP 3,400,000.00)**, also inclusive of VAT, to cover unforeseen variations, which are measurable by quantity and cost during implementation, the CONTRACTOR hereby covenants with the CCP to execute and

complete the Works and remedy any defects therein in conformity with the provisions of this CONTRACT in all respects.

5. **OBLIGATION OF THE PARTIES:**

The CCP hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

The CONTRACTOR hereby covenants to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects, including the submission of official receipts and documents in support of claims for reimbursable items, if any. In the absence of official receipts/documents when claiming reimbursable costs, the CONTRACTOR shall submit a certification of actual expenditures made under oath.

6. **DURATION OF THE CONTRACT:**

This Agreement shall be for a period of **ONE HUNDRED FIFTY (150) CALENDAR DAYS**, commencing from the official start date as specified in the Notice to Proceed. The CONTRACTOR shall complete all works, including demolition, reconstruction, and final inspections, within the stipulated time frame.

Any delays in completion beyond the required contract duration, unless caused by force majeure or events beyond the contractor's control, shall be subject to penalties as outlined in the contract agreement. The contractor is required to submit regular weekly progress reports and three three-week rolling schedules with the quantity of work to be completed and a weekly manpower deployment schedule to the CCP CPMT, and any modifications to the timeline shall be approved in writing by the project stakeholders.

7. **ADVANCE PAYMENT:**

- (a) CCP shall, upon a written request of the CONTRACTOR which shall be submitted as a contract document, make an advance payment to the CONTRACTOR in an amount not exceeding fifteen percent (15%) of the total Contract Price,
- (b) The Advance Payment shall be made only upon the submission to and acceptance by CCP of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by CCP,
- (c) The Advance Payment shall be repaid by the CONTRACTOR by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total Contract Price used for the Advance Payment.
- (d) The CONTRACTOR may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the Advance Payment.

8. TERMS OF PAYMENT:

The CONTRACTOR shall be compensated based on milestone payments:

Milestone Accomplishment	Percentage of Payment
1. Completion of installation of scaffoldings	20%
2. Upon arrival of imported materials to be used – <i>subject to CCP inspection</i>	15%
3. Completion of refurbishing and replacement of decomesh	20%
4. Completion of refurbishing and replacement of wooden frames and supports	20%
5. Completion of installation of decomesh	15%
6. Final completion, adjustment, dismantling of scaffoldings, turnover, and acceptance	10%

The progress payments to the CONTRACTOR by the CCP shall be made based on the milestone accomplishments stated above, as certified by the CCP President. The CONTRACTOR shall submit a Progress Billing or a request for payment for the work accomplished. Such a request, including the Statement of Work Accomplished (SWA) by the CONTRACTOR, must be verified and approved by the CCP Project Manager and the in-house Project Engineer concerned. Materials and equipment delivered to the site but not yet installed shall not be included in the payment.

The CCP has the right to deduct from the CONTRACTOR's progress billing such amount as may be necessary to cover third party liabilities. It must not process any progress payment unless the discovered defects are corrected.

9. LIQUIDATED DAMAGES:

Consist with the IRR of RA 12009, the following will form part of the agreement:

- (a) When the CONTRACTOR fails to satisfactorily complete the works under the contract within the specified contract duration, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the unperformed portion of the works for every day of delay.
- (b) In computing liquidated damages, the CCP shall determine the usability of the project. A project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the targeted End-User or Implementing Units and the CCP.
- (c) To be entitled to liquidated damages, the CCP does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due the CONTRACTOR under the contract, collected from the retention money or other securities posted by the CONTRACTOR, or a combination thereof, whichever is convenient to the CCP.
- (d) In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the CCP has the following options:

- 2) Terminate the contract pursuant to the Guidelines on Termination of Contract and forfeit the erring contractor's performance security. After termination, the CCP may either (i) take over the contract, (ii) allow another entity to take over the work and charge to the CONTRACTOR such takeover, or (iii) resort to any of other alternative methods of procurement provided under R.A. No. 12009 and its Implementing Rules and Regulations, or
- 3) Allow the CONTRACTOR to continue the works without prejudice to the continued imposition of liquidated damages beyond the ten percent (10%) threshold until project completion. This does not, however, preclude the CCP from resorting to contract termination under the IRR of RA No. 12009. The cumulative amount of liquidated damages shall continue to accrue and will be deducted even after exceeding ten percent (10%) of the contract price.

10. RETENTION:

- (a) Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the CONTRACTOR prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the CCP, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed, which may be decreased to five percent (5%) by the CCP based on justifiable causes.
- (b) The total retention money shall be due for release upon final acceptance of the works. The CONTRACTOR may, however, request the substitution of the retention money for each progress billing with irrevocable standby Letters of Credit from a bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government; Provided, that the project is on schedule and is satisfactorily undertaken.

11. NO EMPLOYER – EMPLOYEE RELATIONSHIP:

This Agreement shall not create an employer-employee relationship between the CCP and the CONTRACTOR, nor shall the services rendered herein be considered as government service. The CONTRACTOR shall not be entitled to any and all benefits enjoyed by the regular personnel of the government.

12. AMENDMENTS:

Any amendment to this Agreement shall be made in writing and signed by the CCP and the CONTRACTOR.

13. SETTLEMENT OF DISPUTES:

All actions, disputes, and controversies that may arise from, or in relation to, this Contract involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion.

Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." Whenever necessary to promote Arbitration or

to seek judicial relief, the Parties agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court of Pasay City, to the exclusion of other courts of equal jurisdiction.

14. SEPARABILITY CLAUSE:

If any provision of this Contract is declared invalid, all other provisions not affected thereby shall remain valid. To overturn the invalidity, the parties may amend or modify said provision/s in conformity with the objective of this Contract.

15. ENTIRE AGREEMENT:

This contract represents the entire Agreement and the attached documents shall constitute an integral part of the agreement, except as otherwise modified or amended by the mutual agreement of the parties, subject to compliance with the R.A. No. 12009 and contract review of the Office of the Government Corporate Counsel (OGCC).

16. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.

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

SIGNED by the PARTIES on 06 APR 2026 at Pasay City, Philippines.

For the CCP
By:



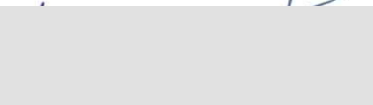
JAIME C. LAYA
Chairman

For the CONTRACTOR
By:



RENATO G. SIMBULAN
President and CEO

Signed in the presence of:



KAYE C. TINGA
President

WITHIN BUDGET

LOURDES S. MENDOZA
Department Manager III
Finance Services Department

1060 40 1000 (18) P 34, 000, 000

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:


NAME	IDENTIFICATION DOCUMENT	EXPIRY DATE
JAIME C. LAYA	Passport No. P2436933b	03 July 2029
RENATO G. SIMBULAN	Passport No. P7931901B2	19 October 2031

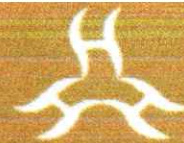
Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of seven (7) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each of every page thereof.

SIGNED AND SEALED on 06 APR 2026 2026 in QUEZON CITY.

Doc. No. 207 ;
Page No. 13 ;
Book No. 111 ;
Series of 2026


ATTY. MARK ANTHONY M. ALVARIO
Notary Public for Quezon City
Valid Until December 31, 2026
Adm. Matter No. NP-364
Unit 2625 T2 Amaia Skies Cubao, 5th Ave.,
Brgy. Socorro, Quezon City
Roll No. 91707
MCLE Compliance No. VIII-0013023
PTR No. 6362404, 01/06/2026, QC
IBP No. 590561, 01/06/2026, QC Chapter



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

NOTICE TO PROCEED

MR. RENATO G. SIMBULAN
President and CEO
R.G. SIMBULAN AND PARTNERS CORP.
Suite 126 LRI Design Plaza, Nicanor Garcia St.
Bel-Air II, Makati City

Dear Mr. Simbulan,


In connection with the Approved Contract, notice is hereby given to **R.G. SIMBULAN AND PARTNERS CORP** to proceed with the **Refurbishment and Replacement of Deco Mesh on Walls and Ceilings at the Little Theater of the CCP Main Building** in the amount of **Thirty-Four Million Pesos (₱34,000,000.00)**, inclusive of VAT and all other applicable government taxes.

Relative thereto, you are responsible for delivering the services in accordance with the Terms and Conditions of the Contract and Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly send a copy of the duly signed Notice to Proceed to the BAC Secretariat, CCP Admin and Finance Building, CCP Complex, Roxas Boulevard, Pasay City or thru email address pmd@culturalcenter.gov.ph.

Thank you.

Very truly yours,


DR. JAIME C. LAYA
Chairman
CCP Board of Trustees

ACCEPTANCE/CONFORME:


Signature over Printed Name

Date:

04/08th/2026

