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**DEPARTMENT OF AGRICULTURE**  
**PHILIPPINE COCONUT AUTHORITY**  
**ALBAY RESEARCH CENTER**  
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## **BIDS AND AWARDS COMMITTEE**

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# **EXTENSION OF THE EXISTING FOOD PRODUCT DEVELOPMENT DIVISION (FPDD) PROCESSING FACILITY**

**PUBLIC BIDDING NO. 2024-02**

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**Section I**  
**Invitation to Bid**

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<b>Philippine Coconut Authority</b> Albay Research Center Banao, Guinobatan, Albay 4503	<b>Public Bidding No. 2024-02</b> <b>Extension of the Existing Food Product Development</b> <b>Division (FPDD) Processing Facility</b>
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## INVITATION TO BID FOR THE

### Public Bidding No. 2024-02: Extension of the Existing Food Product Development Division (FPDD) Processing Facility

1. The **Philippine Coconut Authority-Albay Research Center (PCA-ARC)**, through the **CY 2024 CRDP – FOOD PRODUCT DEVELOPMENT IN SUPPORT TO COCONUT HYBRIDIZATION** intends to apply the sum of **P 1,800,000.00** being the Approved Budget for the Contract (ABC) as payment for the contract for the **Extension of the Existing Food Product Development Division (FPDD) Processing Facility** under **Public Bidding No. 2024-02**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Philippine Coconut Authority – Albay Research Center** now invites bids for the above Procurement Project. Completion of the Works is required within **90 calendar days**. Bidders should have completed 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 non- discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **Philippine Coconut Authority -Albay Research Center** and inspect the Bidding Documents at the address given below during office hours from **08 August 2024, 8:00A.M. - 5:00P.M.** to **28 August 2024, 8:00A.M. – 10:00A.M.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **08 August 2024, Thursday, 8:00A.M. to 5:00P.M.** to **28 August 2024, Wednesday, 8:00 A.M. to 10:00 A.M.** from given address and website/s 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 **FIVE THOUSAND PESOS ONLY (Php 5,000.00)**. **An e-copy or active file for pages that need to be filled-up by the bidder may be provided by the BAC Secretariat only to those requesting interested bidders.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The **Philippine Coconut Authority-Albay Research Center** will hold a **face-to-face** Pre-Bid Conference on **16 August 2024, Friday, 10:00A.M.** at **PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay** which shall be open to prospective bidders. Site Inspection is scheduled on **16 August 2024, 8:00A.M. to 5:00P.M.**

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.
7. Bids must be duly received by the BAC Secretariat through manual submission or mailed at the office address as indicated below on or before **28 August 2024, Wednesday, 10:00A.M.** 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 16.

9. Bid opening shall be on **28 August 2024, Wednesday, 10:15A.M., face-to-face**, at the given address below. Bids will be opened in the presence of the bidders/representatives who choose to attend the activity.
10. The Philippine Coconut Authority-Albay Research Center 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
**MARIA BUENA A. UBALDO**  
BAC SECRETARIAT  
PCA-Albay Research Center  
Banao, Guinobatan, Albay 4503  
CP No. 0917 558 1447  
Email: [arc@pca.gov.ph](mailto:arc@pca.gov.ph)
12. You may visit <https://www.philgeps.gov.ph> for downloading of Bidding Documents

**Date of issue: 08 August 2024**

  
**MARIA CZETA A. FULLEROS**  
Sr. Science Research Specialist/  
PCA-ARC 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.

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## 1. Scope of Bid

The Procuring Entity, **Philippine Coconut Authority-Albay Research Center**, invites Bids for the **Extension of the Existing Food Product Development Division (FPDD) Processing Facility**, with Project Identification Number **PB 2024-02**.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the **amount of One Million Eight Hundred Thousand Pesos Only (P1,800,000.00)**.

2.2. The source of funding is:

**CY 2024 CRDP – FOOD PRODUCT DEVELOPMENT IN SUPPORT TO COCONUT HYBRIDIZATION**

## 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 Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the second source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the (a) location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an **experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project**, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.



A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. **Origin of Associated 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.

## 7. **Subcontracts**

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

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

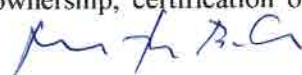
The Procuring Entity will hold a **face-to-face** pre-bid conference for this Project on **16 August 2024, Friday, 10:00 A.M.** at **PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay** as indicated in paragraph 6 of the **IB**.

## 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 IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of





equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **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 IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. 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. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

## **14. Bid and Payment Currencies**

- 14.1. 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.
- 14.2. Payment of the contract price shall be made in **Philippine Pesos**.

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration 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**.
- 15.2. The Bid and bid security shall be valid until **28 December 2024**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

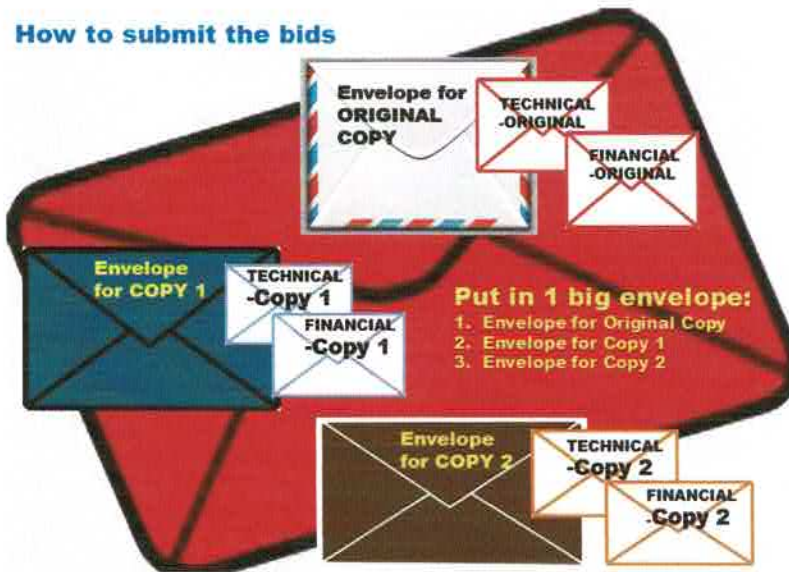
Each Bidder shall submit one copy of the first and second components of its Bid.

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 to the given website 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.



#### How to submit the bids



### 17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address through **manual submission or mailed** as indicated in paragraph 7 of the **IB**.

### 18. Opening and Preliminary Examination of Bids

- 18.1. 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 videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 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 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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**

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**.

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## Section III

### Bid Data Sheet

#### **Notes on the Bid Data Sheet (BDS)**

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																																										
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  <b>Similar project: Construction, repair, rehabilitation and maintenance of food processing laboratory facilities/general laboratories/food processing facilities</b>																																									
7.1	<b>Subcontracting is not allowed.</b>																																									
10.1	Forms must be completed without any alterations to their format and <b>no substitute form or no other forms will be accepted.</b>  <b>ONLY the bid form provided by PCA-Albay Research Center</b> which can be acquired thru the PhilGEPS website <b>will be accepted.</b>																																									
10.3	<b>Specify the PCAB License.</b>																																									
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td>Project Manager</td><td>At least 5 years of experience in infrastructure work</td><td>Has led at least two (2) projects for the last five (5) years</td></tr><tr><td>Project Engineer</td><td>PRC Licensed Civil Engineer, with at least 3 years of experience in infrastructure work.</td><td>Has supervised at least two (2) projects for the last five (5) years.</td></tr><tr><td>Materials Engineer</td><td>DPWH Accredited Materials Engineer I</td><td>At least two (2) years of experience in infrastructure work</td></tr><tr><td>Construction Foreman</td><td>With 3 years of experience as a foreman</td><td>Has handled at least two (2) projects as foremen for the last five (5) years</td></tr></table> The licenses of the Key Personnel must be valid or not expired.			Key Personnel	General Experience	Relevant Experience	Project Manager	At least 5 years of experience in infrastructure work	Has led at least two (2) projects for the last five (5) years	Project Engineer	PRC Licensed Civil Engineer, with at least 3 years of experience in infrastructure work.	Has supervised at least two (2) projects for the last five (5) years.	Materials Engineer	DPWH Accredited Materials Engineer I	At least two (2) years of experience in infrastructure work	Construction Foreman	With 3 years of experience as a foreman	Has handled at least two (2) projects as foremen for the last five (5) years																								
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10.5	The minimum major equipment requirements are the following: <table><tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr><tr><td>One Bagger Concrete Mixer</td><td>4-6 ft<sup>3</sup>/min</td><td>1</td></tr><tr><td>Dump Truck</td><td>All Models, 12 yd<sup>3</sup>, 290 hp</td><td>1</td></tr><tr><td>Welding Machine</td><td>Gas/Diesel Driven, 300 amp, 48 hp</td><td>1</td></tr><tr><td>Plate Compactor</td><td>400-500 Gasoline Engine, 5 hp</td><td>1</td></tr><tr><td>Bar Cutter</td><td>25 mm Maximum Rebar Ø (Grade 40), Single Phase</td><td>1</td></tr><tr><td>Bar Bender</td><td>25 mm Maximum Rebar Ø, Three Phase</td><td>1</td></tr><tr><td>H-Frame Scaffoldings (Rental)</td><td>-</td><td>1</td></tr><tr><td>Cutting Outfit</td><td>-</td><td>1</td></tr><tr><td>Backhoe</td><td>SOLAR 220 LC-3 Model, 0.80 m<sup>3</sup>, 138 hp</td><td>1</td></tr><tr><td>Concrete Vibrator</td><td>Flexible Shaft Type 2" Head Ø with 5 Amperes Gasoline Drive Unit</td><td>1</td></tr><tr><td>Water Truck</td><td>All Makes, 16000 L, 360 hp</td><td>1</td></tr><tr><td>Hand Tools</td><td>-</td><td>enough</td></tr></table> <div></div>			Equipment	Capacity	Number of Units	One Bagger Concrete Mixer	4-6 ft <sup>3</sup> /min	1	Dump Truck	All Models, 12 yd <sup>3</sup> , 290 hp	1	Welding Machine	Gas/Diesel Driven, 300 amp, 48 hp	1	Plate Compactor	400-500 Gasoline Engine, 5 hp	1	Bar Cutter	25 mm Maximum Rebar Ø (Grade 40), Single Phase	1	Bar Bender	25 mm Maximum Rebar Ø, Three Phase	1	H-Frame Scaffoldings (Rental)	-	1	Cutting Outfit	-	1	Backhoe	SOLAR 220 LC-3 Model, 0.80 m <sup>3</sup> , 138 hp	1	Concrete Vibrator	Flexible Shaft Type 2" Head Ø with 5 Amperes Gasoline Drive Unit	1	Water Truck	All Makes, 16000 L, 360 hp	1	Hand Tools	-	enough
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11	<p>In addition to the Bid Form and Bill of Quantities, the following shall be included in the Financial Component:</p> <p><b><i>1. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid considering VAT and other taxes.</i></b></p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Bidders with incomplete submission and/or omissions shall be disqualified.</li> <li>2. In filling out the bid form, bidders shall provide a discount offer in the form of amount, in figures and in words, including its application and methodology. In case of no discount offered, bidders shall write <b>"None."</b></li> <li>3. For the bill of quantities, in case of any discrepancy/ies between the editable (Excel) version and PDF version, the latter shall govern. The BAC and Procuring Entity are not responsible for any omissions made by the bidder in accomplishing this form.</li> </ol>
11.1	<p>Forms must be completed without any alterations to their format and <b>no substitute form or no other forms will be accepted.</b></p> <p><b>ONLY the bid form provided by PCA-Albay Research Center which can be acquired thru the PhilGEPS website will be accepted.</b></p>
12	Not applicable
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>2% of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>5% of ABC</b> if bid security is in Surety Bond.</li> </ol>
19.2	<b>Partial bid is not allowed.</b>
20	<p>For purposes of <b>Post-qualification</b>, the following document(s) shall be required to be submitted within five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> <li>1. Income Tax Returns for year 2021 (BIR Form 1701 or 1702);</li> <li>2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) before the deadline of the submission of bids. The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS) for the past 6 months prior to the deadline of the submission of bids.</li> <li>3. Valid PRC Licenses of Key Personnel Assigned (if the bidder opt to submit expired PRC license together with the proof of renewal during the opening of bids)</li> </ol> <p><i>N.B. Documents submitted during post-qualification as part of post qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21	<p>Additional contract documents relevant to the project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>





## 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 Contractor, 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.

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## 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.

## 2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

## 3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## 4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

## 5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## 6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.





## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property (ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity 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, to be made in lump sum, or at the most two installments



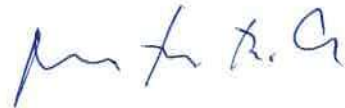
according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

#### **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

#### **15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the SCC.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

A handwritten signature in blue ink, appearing to be 'M. L. G.', is located in the lower right quadrant of the page.

## 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 Works procured. 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.

A handwritten signature in blue ink, appearing to read 'Prof. K. Ch'.

# Special Conditions of Contract

GCC Clause			
2	The <b>Intended Completion Date</b> is within <b>90 calendar days</b> . (The <b>effective date of contract</b> is <b>within seven (7) calendar days upon receipt of Notice to Proceed</b> ).		
4.1	The Procuring Entity shall give partial possession of the Site to the Contractor within 7 calendar days from the Contractor’s receipt of the Notice to Proceed.		
6	The site investigation reports are: <b>none</b>  The <b>Ocular Site Inspection</b> is on <b>16 August 2024</b> . Contractor shall submit an ocular site inspection report to the procuring entity.		
7.2	<b>Five (5) years</b> warranty after completion of the Contract.		
10	Day-works are applicable at the rate shown in the Contractor’s original Bid.		
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <b>seven (7) calendar days after receipt of the Notice of Award</b> .		
11.2	The amount to be withheld for late submission of an updated Program of Work is <b>at least equal to one-tenth (1/10) of one percent (1%)</b> of the cost of the unperformed portion for every day of delay.		
13	<b>No advance payment.</b>		
14	Payment/Progress Billing	Description	Weight
	Advance Payment	-	-
	Accomplishment of 70%	Contractor may bill 70% of the completed contract cost	70%
	Accomplishment of 100%	Contractor may bill 30% of the completed contract cost	30%
	TOTAL		100%
No further instruction.			
15.1	The date by which <b>As-Built Drawings Based on the Actual Accomplishments and signed by the winning bidder’s Project Engineer</b> and/or operating and maintenance manuals are required is <b>15 days upon satisfactory completion</b> .  The <b>As-Built Drawings Based on the Actual Accomplishments and signed by the winning bidder’s Project Engineer</b> shall be required before the issuance of a Certificate of Completion and final payment.		
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 2% of the total contract price.		

*Handwritten signature*



## **Section VI**

### **Specifications**

All works to be undertaken shall be in accordance with the plans and working drawings. It includes the furnishing of all materials, labor and equipment with supervision necessary for the complete construction of the said project.

The plans, detailed drawings and this scope of work shall be considered as complementing with each other, so that what is mentioned or shown on one, although not mentioned or shown in another, shall be considered as appearing in both. In case of conflict between the two, the same should be referred to the designing Architect/Engineer.

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Name of the Procuring Entity: Philippine Coconut Authority – Albay Research Center  
Project Reference Number: PB No. 2024-02  
Name of the Project: **Extension of the Existing Food Product Development Division (FPDD) Processing Facility**

## **I. GENERAL REQUIREMENTS**

1. **Project Billboard/Signage (standard size required by COA) = 1 lump sum**
2. **Occupational Safety and Health Program = 1 lump sum**
3. **Mobilization and Demobilization.** The Contractor upon receipt of the Notice to Proceed shall immediately mobilize and transport his plant, equipment, materials, and employees to the site and demobilize or remove the same upon completion of project.

**The Contractor shall be responsible in securing permits such as but not limited to building permit from the LGU and submit to the Head of Procuring Entity before starting any construction activities.**

Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered for failure to verify and know actual site conditions

4. **Temporary Light and Power** - Cost incurred in providing and maintaining Contractor's temporary light and power, including cost of mobilization and demobilization and cost incurred in the compliance of contract requirements shall not be measured but paid separately, same shall be deemed to be included in the cost of other items work, as part of the Contractor's construction overheads.

5. **Control of On-Site Construction** – Prior to the start of any definable feature of the work, the Contractor must perform the necessary inspection to include the following:  
Review of Contract Documents to make sure that material, equipment and products have been tested, submitted and approved.

Physical examination of materials and equipment to assure its conformity to the specification, plans, shop drawings and other data in the Contract Documents.

As soon as the work has been started, the Contractor shall conduct initial inspection to check and review the workmanship in compliance with contract requirements for a particular item of work.

The Contractor shall provide and place temporary barricades, railings, fencing, safety signage/warning signs for the duration of the project.

The Contractor shall provide protective gears for the workers.

The Contractor shall provide suitable portable toilet facilities at approved location with proper enclosures for the use of workmen, and shall maintain the same in sanitary operable conditions, all in conformity with the local regulations.

The Contractor shall provide such other temporary building, as maybe required, for safe storage of tools and materials. Such structures shall be located only on approved areas.

The Contractor shall perform these inspections on a regular basis to assure continuing compliance with the contract requirements until completion of a particular type of work.

6. **Progress meetings** shall be called upon under the following circumstances for the purpose of discussing the implementation of the work:

When called upon by PCA-ARC for the purpose of discussing the execution of work. Decisions and instructions agreed on these meetings shall be binding and conclusive on the contract.





The Contractor may also call for a progress meeting for the purpose of coordinating, expediting and scheduling the work.

- a. The Contractor shall prepare and submit **progress reports** to the PCA-ARC every 30 calendar days after the start of the project up to its completion, showing the work completed, work remaining to be done, and the status of construction equipment and materials at the site, as stipulated in the General Conditions
7. **Cleaning up** – The Contractor shall at all times, keep the construction area including storage areas free from accumulations of waste materials or rubbish. Upon completion of construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the PCA-ARC.
8. **Protection.** Protect adjacent properties, persons, shrubs, trees, lawns, structures and utilities against harm or damage.
9. **Repairs.** Damages done to properties adjacent to the construction premises brought about by demolition work, clearing and grubbing shall be repaired at the expense of the Contractor.

## **II. CIVIL, MECHANICAL, ELECTRICAL, AND SANITARY/PLUMBING WORKS**

**PART A. EARTHWORKS** – This item of work include:

1. Removal of Structure and Obstruction
2. Structure Excavation (Common Soil)
3. Embankment from Roadway/Structure Excavation
4. Gravel Fill

**PART B. REINFORCED CONCRETE WORKS** – This item of work include:

1. Structural Concrete (3000 psi, Class A, 28 days)
2. Reinforcing Steel (Deformed, Grade 40)
3. Formworks and Falseworks

**PART C. FINISHING AND OTHER CIVIL WORKS** – This item of work include:

1. Sewer Line Works
2. Plumbing Fixtures
3. Cold Water Lines
4. Rough Hardware
5. Finishing Hardware
6. Aluminum Framed Glass Door (Swing Type)
7. Aluminum Glass Windows (Sliding Type)
8. Aluminum Glass Window (Awning)
9. Doors (Wood Panel)
10. Cement Plaster Finish
11. Painting Works (Masonry/Concrete)
12. CHB Non Load Bearing (including Reinforcing Steel, 150 mm)
13. CHB Non Load Bearing (including Reinforcing Steel, 100 mm)

**PART D. ELECTRICAL WORKS** – This item of work include:

1. Conduit, Boxes, and Fittings (Conduit Works/Conduit Rough-in)
2. Wires and Wiring Devices
3. Panelboard with Main & Branch Breakers
4. Lighting Fixtures and Lamps

*I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.*

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name  
Authorized Representative**

\_\_\_\_\_  
**Date**

     
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