BIDDING DOCUMENTS

FOR THE

CONSTRUCTION OF CONCRETE SEPTIC VAULT FOR COVID-19 VACCINATION WASTES AT MATERIAL RECOVERY FACILITY, BARANGAY QUIBAOL, LINGAYEN, PANGASINAN

MUNICIPALITY OF LINGAYEN

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Glossary of Terms, Abbreviations, and Acronyms

ABC –Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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.

CDA – Cooperative Development Authority.

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])

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.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

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.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

Invitation to Bid for *the CONSTRUCTION OF CONCRETE SEPTIC VAULT FOR COVID 19 VACCINATION WATES AT MATERIAL RECOVERY FACILITY, BARANGAY QUIBAOL, LINGAYEN, PANGASINAN*

The ***Local Government Unit (LGU) of Lingayen*** through the General Fund – Supplemental Budget *20% Development Fund* intends to apply the sum of ***Three Hundred Fifty Thousand Pesos (P 350,000.00) Only*** being the Approved Budget for the Contract (ABC) to payments under the contract for *the* ***CONSTRUCTION OF CONCRETE SEPTIC VAULT FOR COVID 19 VACCINATION WATES AT MATERIAL RECOVERY FACILITY, BARANGAY QUIBAOL, LINGAYEN, PANGASINAN with Purchase Request no. 100-21-09-354.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.

The ***Local Government Unit (LGU) of Lingayen*** now invites bids for the above Procurement Project. Completion of the Works is required *THIRTY-FOUR (34) 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).

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.

Interested bidders may obtain further information from *BAC Office, Municipal Hall Building, Lingayen, Pangasinan* from *8:00 in the morning to 5:00 in the afternoon, Mondays to Fridays except holidays.*.

A complete set of Bidding Documents may be acquired by interested bidders starting ***October 15, 2021 – November 11, 2021*** from the BAC Office, Municipal Hall Building, Lingayen, Pangasinan *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 Hundred Pesos (P500.00)Only.*** The Bidder or authorize representative shall present its proof of payment for the fees personally to the BAC Office before Bidding Documents will be released.

The ***Local Government Unit of Lingayen*** will hold a Pre-Bid Conference on *October29, 2021, 11:00 in the morning* at *Municipal Conference Room, Municipal Hall, Building, Lingayen, Pangasinan* which may be attended by prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office of Bids and Awards Committee, Local Government Unit of Lingayen, Municipal Hall, Lingayen, Pangasinan 2401 on or before 11:00 in the morning November 11, 2021. Late bids shall not be accepted.

All bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.

Bid opening shall be at the Municipal Conference Hall, 2nd Floor, Municipal Hall Building, Lingayen, Pangasinan on **November 11, 2021**,*after the closing time of the submission of bids*. Bids will be opened in the presence of the bidders' representatives and observers who choose to attend the activity.

The ***Local Government Unit of Lingayen*** 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.

For further information, please refer to:

ARNULFO S. BERNARDO
Head BAC Secretariat
LGU Lingayen
Barangay Poblacion
Lingayen, Pangasinan

You may visit the following websites:

For downloading of Bidding Documents: *www.lingayen.gov.ph*

October 14, 2021
Date of Issue

JOAN JUDE R. LOPEZ, LLB, MBM
BAC Chairperson

Section II. Instructions to Bidders (ITB)

1. Scope of Bid

The Procuring Entity, *the Local Government Unit of Lingayen* invites Bids ***CONSTRUCTION OF CONCRETE SEPTIC VAULT FOR COVID 19 VACCINATION WATES AT MATERIAL RECOVERY FACILITY, BARANGAY QUIBAOL, LINGAYEN, PANGASINAN with Purchase Request No. 100-21-09-354.***

The Procurement Project (referred to herein as "Project") is for ***CONSTRUCTION OF CONCRETE SEPTIC VAULT FOR COVID 19 VACCINATION WATES AT MATERIAL RECOVERY FACILITY, BARANGAY QUIBAOL, LINGAYEN, PANGASINAN*** as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2021* in the amount of *Three Hundred Fifty Thousand Pesos (P 350,000.00) Only.*

2.2. The source of funding is: General Fund - Supplemental Budget 20% Development Fund

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 secondary 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 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. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Bidder's Responsibilities

6.1 The Bidder is responsible for the following:

(a) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(b) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) .

(c) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(d) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(e) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(f) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.3 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.4 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.5 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fees for the Bidding Documents at the office indicated in the Invitation to Bid.

7. 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.

8. Subcontracts

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

9. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference is on October 29, 2021, 11:00 in the morning at Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan**.**

10. 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.

11. Documents Comprising the Bid: Eligibility and Technical Components

11.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

11.2 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.

11.3A 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**.

11.4.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**.

11.5A 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**.

12. Documents Comprising the Bid: Financial Component

12.1The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

12.2Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

13. 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.

14. 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.

15. Bid and Payment Currencies

15.1Bid 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.

15.2Payment of the contract price shall be made in:

a. Philippine Pesos.

16. Bid Security

16.1 The Bidder shall submit any of the following form of Bid Security in the amount indicated in the **Bid Data Sheet (BDS)**, which shall be not less than the percentage of the ABC in accordance with the following schedule.

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank. *For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two percent (2%)
b. 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. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

16.2 The Bid and bid security shall be valid until ***one hundred twenty days upon the date of opening of bids.*** Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

17. Sealing and Marking of Bids

Each Bidder shall submit one original copy and additional copy of the technical and financial components of its bid.

Bidders shall enclose the original copy of their technical documents in one long brown envelope marked "ORIGINAL – TECHNICAL DOCUMENTS", and shall do the same to the original copy of the financial components of their bid ; marked "ORIGINAL – FINANCIAL DOCUMENTS" on a long brown envelope as well. These two brown envelopes shall be sealed in a long brown envelope marked "**ORIGINAL BID**".

The other copy of the Technical and Financial Documents shall be similarly sealed on a long brown envelope duly marked as "COPY – TECHNICAL DOCUMENT" and "COPY – FINANCIAL DOCUMENT" enclosed in a long brown envelope marked "**COPY BID**".

The checklist of Technical and Financial Documents shall be attached on the back side (under the seal flap) of each long brown envelope.

All of the documents (original copy and the other copy) shall bear the signature or initials of the authorized representative on every page as proof of its authenticity.

These two long brown envelopes (ORIGINAL BID and COPY BID) shall now be enclosed in one final expanding envelope sealed with two-inch packaging tape with the signature of the bidder affixed atop the packaging tape as cognizance of its seal.

All envelopes (long brown and expanding) shall:

a.) contain the name of the contract to be bid in capital letters;

b.) bear the name and address of the bidder in capital letters;

c.) be addressed to the Procuring Entity's BAC as follows;

BIDS AND AWARDS COMMITTEE
LOCAL GOVERNMENT UNIT OF LINGAYEN
MUNICIPAL HALL, LINGAYEN, PANGASINAN 2401

d.) bear a warning "DO NOT OPEN BEFORE…" the date and time of the Opening of Bids written at the front side of each envelope.

18. Deadline for Submission of Bids

The deadline of submission of Bids is on November 11, 2021 at exactly 11:00 in the morning. Only manual submission of Bids is allowed.

19. Opening and Preliminary Examination of Bids

19.1 The BAC shall open the Bids in public on ***November 11, 2021, after the closing time of the submission of bids at Municipal Conference Hall, 2nd Floor, Municipal Hall Building, Lingayen, Pangasinan***. The Bidders' authorize

representatives who are present must present their Special Power of Attorney (SPA) and 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.

19.2 The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

20. Detailed Evaluation and Comparison of Bids

20.1 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.

20.2 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.

20.3 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.

21. 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**.

22. 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**.

Section III. Bid Data Sheet (BDS)

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Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be consist of:

Part A. Earthworks
I . Earthworks
Part B. Structural, Architectural Works
II. Concrete Works
III. Reinforcing Steel & Wire Rope
IV. Forms and Falseworks
V. Steel Works
VI. Masonry Works
Part C. Other General Requirements
VII. Project Billboards
VIII. Construction Health and Safety</td></tr>
<tr><td>7.1</td><td>Sub-contracting is not allowed</td></tr>
<tr><td>10.3</td><td>PCAB, DTI, Mayor’s Permit</td></tr>
<tr><td>10.4</td><td>The contractor shall employ the following Key Personnel
Key Personnel General Experience Relevant Experience
Construction Foreman 5 years Vertical & Horizontal Projects
Skilled Laborer
Unskilled Laborer
Safety Officer/ First Aider</td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:

<table>
<tr><th>Equipment</th><th>Capacity</th><th>No. of units</th></tr>
<tr><td>Concrete Mixer</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Concrete Vibrator</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Rebar Cutter</td><td>N/A</td><td>One(1)</td></tr>
</table>
</td></tr>
<tr><td>12</td><td>Value Engineering clause not included. Alternative bids shall not be included.</td></tr>
<tr><td>15.1</td><td>The bid security shall be in the form of any of the following forms and amounts:
a. The amount of not less than Seven Thousand Pesos (P7,000.00) Only(two percent (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td></tr>
</table>

	b. The amount of not less than ***Seventeen Thousand Five Hundred Pesos (P 17,500.00) Only)****five percent (5%) of ABC]* if bid security is in Surety Bond.
19.2	Partial bids is not allowed .
20	*Pertinent documents to be submitted by the winning supplier to the BAC Office before the issuance of Notice of Award* *1. Philgeps Certificate* *2. Mayor's Permit* *3. Latest Income and Business Tax Return* *4. Tax Clearance*
21	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.

Section IV. General 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.

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**.

7.3. Retention Money: 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. The total retention money shall be due for release upon final acceptance of the works

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.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	*The Intended Completion Date is **thirty-four (34)** calendar days*
4.1	*The Local Government Unit of Lingayen shall give possession of all parts of the site to the contractor upon signing of the Contract.*
6	The site investigation reports are: *None*
7.2	*In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:* Fifteen (15) years.
10	Dayworks 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 ***ten (10) calendar*** days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is ***ten percent (10%) of the contract amount***..
13	The amount of the advance payment is ***fifteen (15%) percent of the contract amount***
14	*Materials and equipment delivered on the site but not completely put in place shall be included for payment* ***Not Applicable***
15.1	The date by which "as built" drawings are required is *before 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 *one (1) percent(1%) of the contract amount*.

Section VI. Specifications

Project : Construction of Concrete Septic Vault for Covid 19 Vaccination Wastes at Material Recovery Facility

Location: Brgy. Quibaol, Lingayen, Pangasinan

APPROVED TECHNICAL SPECIFICATION

PART A – EARTHWORK

ITEM 100 – CLEARING AND GRUBBING

100.1 Description

This item shall consist of clearing, grubbing, removing and disposing all vegetation and debris as designated in the Contract, except those objects that are designated to remain in place or are to be removed in consonance with other provisions of this Specification. The work shall also include the preservation from injury or defacement of all objects designated to remain.

100.2 Construction Requirements

100.2.1 General

The Engineer will establish the limits of work and designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all objects designated to remain. Paint required for cut or scarred surface of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree surgery.

Clearing shall extend one (1) meter beyond the toe of the fill slopes or beyond rounding of cut slopes as the case maybe for the entire length of the project unless otherwise shown on the plans or as directed by the Engineer and provided it is within the right of way limits of the project, with the exception of trees under the jurisdiction of the Forest Management Bureau (FMB).

100.2.2 Clearing and Grubbing

All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowed as required, except as provided below:

(1) Removal of undisturbed stumps and roots and nonperishable solid objects with a minimum depth of one (1) meter below subgrade or slope of embankment will not be required.

(2) In areas outside of the grading limits of cut and embankment areas, stumps and nonperishable solid objects shall be cut off not more than 150 mm (6 inches) above the ground line or low water level.

(3) In areas to be rounded at the top of cut slopes, stumps shall be cut off flush with or below the surface of the final slope line.

(4) Grubbing of pits, channel changes and ditches will be required only to the depth necessitated by the proposed excavation within such areas.

(5) In areas covered by cogon/talahib, wild grass and other vegetations, top soil shall be cut to a maximum depth of 150 mm below the original ground surface or as designated by the Engineer, and disposed outside the clearing and grubbing limits as indicated in the typical roadway section.

100.2.3 Individual Removal of Trees or Stumps

Individual trees or stumps designated by the Engineer for removal and located in areas other than those established for clearing, grubbing and roadside cleanup shall be removed and disposed off as specified under Subsection 100.2.2 except trees removed shall be cut as nearly flush with the ground as practicable without removing stumps.

100.3 Method of Measurement

Measurement will be by one or more of the following alternate methods:

1. Area Basis. The work to be paid for shall be the number of hectares and fractions there of acceptably cleared and grubbed within the limits indicated on the Plans or as may be adjusted in field staking by the Engineer. Areas not within the clearing and grubbing limits

shown on the Plans or not staked for clearing and grubbing will not be measured for payment.

2. Lump-Sum Basis. When the Bill of Quantities contains a Clearing and Grubbing lump-sum item, no measurement of area will be made for such item.

3. Individual Unit Basis (Selective Clearing). The diameter of trees will be measured at a height of 1.4 m above the ground. Trees less than 150 mm in diameter will not be measured for payment.

When Bill of Quantities indicates measurement of trees by individual unit basis, the units will be designated and measured in accordance with the following schedule of sizes:

Diameter at height of 1.4 m	Pay Item Designation
Over 150 mm to 900 mm	Small
Over 900 mm	Large

100.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 100.3, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities, which price and payment shall be full compensation for furnishing all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item. Payment will be made under:

Pay Item Number	Description	Unit of Measurement
100 (1)	Clearing and Grubbing	Hectare
100 (2)	Clearing and Grubbing	Lump Sum
100 (3)	Individual Removal of Trees, Small	Each
100 (4)	Individual removal of Trees, Large	Each

ITEM 102 – EXCAVATION

102.1 Description

This Item shall consist of roadway drainage and borrow excavation, and the disposal of material in accordance with this Specification and in conformity

with the lines, grades and dimensions shown on the Plans or established by the Engineer.

102.2.6 Excavation of Ditches, Gutters, etc.

All materials excavated from side ditches and gutters, channel changes, irrigation ditches, inlet and outlet ditches, toe ditches, furrow ditches, and such other ditches as may be designated on the Plans or staked by the Engineer, shall be utilized as provided in Subsection 102.2.3.

Ditches shall conform to the slope, grade, and shape of the required cross section, with no projections of roots, stumps, rock, or similar matter. The Contractor shall maintain and keep open and free from leaves, sticks, and other debris all ditches dug by him until final acceptance of the work.

102.2.9 Removal of Unsuitable Material

Where the Plans show the top portion of the roadbed to be selected topping, all

unsuitable materials shall be excavated to the depth necessary for replacement of the selected topping to the required compacted thickness.

Where excavation to the finished graded section results in a subgrade or slopes of unsuitable soil, the Engineer may require the Contractor to remove the unsuitable material and backfill to the finished graded section with approved material. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross-sectional measurements before the backfill is placed.

102.3 Method of Measurement

The cost of excavation of material which is incorporated in the Works or in other areas of fill shall be deemed to be included in the Items of Work where the material is used.

Measurement of Unsuitable or Surplus Material shall be the net volume in its original position.

Item 105 – SUBGRADE PREPARATION

105.1 Description

This Item shall consist of the preparation of the subgrade for the support of overlying structural layers. It shall extend to full width of the roadway. Unless

authorized by the Engineer, subgrade preparation shall not be done unless the Contractor is able to start immediately the construction of the pavement structure.

105.2 Material Requirements

Unless otherwise stated in the Contract and except when the subgrade is in rock cut, all materials below subgrade level to a depth 150 mm or to such greater depth as may be specified shall meet the requirements of Section 104.2, Material Requirements.

105.3 Construction Requirements

105.3.1 Prior Works

Prior to commencing preparation of the subgrade, all culverts, cross drains, ducts and the like (including their fully compacted backfill), ditches, drains and drainage outlets shall be completed. Any work on the preparation of the subgrade shall not be started unless prior work herein described shall have been approved by the Engineer.

105.3.2 Subgrade Level Tolerances

The finished compacted surface of the subgrade shall conform to the allowable tolerances as specified hereunder:

Permitted variation from	+ 20 mm
design LEVEL OF SURFACE	- 30 mm
Permitted SURFACE IRREGULARITY	
MEASURED BY 3-m STRAIGHT EDGE	30 mm
Permitted variation from	
design CROSSFALL OR CAMBER	+ 0.5 %
Permitted variation from	
design LONGITUDINAL GRADE	± 0.1 %
over 25 m length	

105.3.3 Subgrade in Common Excavation

Unless otherwise specified, all materials below subgrade level in earth cuts to a depth 150 mm or other depth shown on the Plans or as directed by the Engineer shall be excavated. The material, if suitable, shall be set side for future use or, if unsuitable, shall be disposed off in accordance with the requirements of Subsection 102.2.9.

Where material has been removed from below subgrade level, the resulting surface shall be compacted to a depth of 150 mm and in accordance with other requirements of Subsection 104.3.3.

All materials immediately below subgrade level in earth cuts to a depth of 150 mm, or to such greater depth as may be specified, shall be compacted in accordance with the requirements of Subsection 104.3.3.

105.3.4 Subgrade in Rock Excavation

Surface irregularities under the subgrade level remaining after trimming of the rock excavation shall be leveled by placing specified material and compacted to the requirements of Subsection 104.3.3.

105.3.5 Subgrade on Embankment

After the embankment has been completed, the full width shall be conditioned by removing any soft or other unstable material that will not compacted properly. The resulting areas and all other low sections, holes be or depressions shall be brought to grade with suitable material. The entire roadbed shall be shaped and compacted to the requirements of Subsections 104.3.3. Scarifying, blading, dragging, rolling or other methods of work shall be performed or used as necessary to provide a thoroughly compacted roadbed shaped to the cross-sections shown on the Plans.

105.3.6 Subgrade on Existing Pavement

Where the new pavement is to be constructed immediately over an existing Portland Cement concrete pavement and if so specified in the Contract, the slab shall be broken into pieces with greatest dimension of not more than 500 mm and the existing pavement material compacted as specified in Subsection 104.3.3, as directed by the Engineer. The resulting subgrade level shall, as part of pavement construction be shaped to conform to the allowable tolerances of Subsection 105.3.2 by placing and compacting where necessary a leveling course comprising the material of the pavement course to be placed immediately above.

Where the new pavement is to be constructed immediately over an existing asphalt concrete pavement or gravel surface pavement and if so specified in the

Contract, the pavement shall be scarified, thoroughly loosened, reshaped and recompacted in accordance with Subsection 104.3.3. The resulting subgrade level shall conform to the allowable tolerances of Subsection 105.3.2.

105.3.7 Protection of Completed Work

The Contractor shall be required to protect and maintain at his own expense the entire work within the limits of his Contract in good condition satisfactory to the Engineer from the time he first started work until all work shall have been completed. Maintenance shall include repairing and recompacting ruts, ridges, soft spots and deteriorated sections of the subgrade caused by the traffic of the Contractor's vehicle/equipment or that of the public.

105.3.8 Templates and Straight-edges

The Contractor shall provide for use of the Engineer, approved templates and straight-edges in sufficient number to check the accuracy of the work, as provided in this Specification.

105.4 Method of Measurement

105.4.1 Measurement of Items for payment shall be provided only for:

1. The compaction of existing ground below subgrade level in cuts of common material as specified in Subsection 105.3.3.

2. The breaking up or scarifying, loosening, reshaping and recompacting of existing pavement as specified in Subsection 105.3.6. The quantity to be paid for shall be the area of the work specified to be carried out and accepted by the Engineer.

105.4.2

Payment for all work for the preparation of the subgrade, including shaping to the required levels and tolerances, other than as specified above shall be deemed to be included in the Pay Item for Embankment.

105.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 105.4, shall be paid for at the appropriate contract unit price for Pay Item listed below that is included in the Bill of Quantities which price and payment shall be full compensation for the placing or removal and disposal of all materials including

all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
105 (1)	Subgrade Preparation (Common Material)	Square Meter
105 (2)	Subgrade Preparation (Existing Pavement)	Square Meter
105 (3)	Subgrade Preparation (Unsuitable Material)	Square Meter

ITEM 404 – REINFORCING STEEL

404.1 Description

This Item shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, shape and grade required in accordance with this Specification and in conformity with the requirements shown on the Plans or as directed by the Engineer.

404.2 Material Requirements

Reinforcing steel shall meet the requirements of Item 710, Reinforcing Steel and Wire Rope.

404.3 Construction Requirements

404.3.1 Order Lists

Before materials are ordered, all order lists and bending diagrams shall be furnished by the Contractor, for approval of the Engineer. The approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams. Any expense incident to the revisions of materials furnished in accordance with such lists and diagrams to make them comply with the Plans shall be borne by the Contractor.

404.3.3 Bending

All reinforcing bars requiring bending shall be cold-bent to the shapes shown on the Plans or as required by the Engineer. Bars shall be bent around a circular pin having the following diameters (D) in relation to the nominal diameter of the bar (d):

Nominal diameter, d, mm	Pin diameter (D)
10 to 20	6d
25 to 28	8d
32 and greater	10d

404.3.4 Placing and Fastening

All steel reinforcement shall be accurately placed in the position shown on the Plans or as required by the Engineer and firmly held there during the placing and setting of the concrete. Bars shall be tied at all intersections except where spacing is less than 300 mm in each directions, in which case, alternate intersections shall be tied. Ties shall be fastened on the inside.

404.3.5 Splicing

All reinforcement shall be furnished in the full lengths indicated on the Plans. Splicing of bars, except where shown on the Plans, will not be permitted without the written approval of the Engineer. Splices shall be staggered as far as possible and with a minimum separation of not less than 40 bar diameters. Not more than one-third of the bars may be spliced in the same cross-section, except where shown on the Plans.

Unless otherwise shown on the Plans, bars shall be lapped a minimum distance of:

Splice Type	Grade 280 (40)	Grade 420 (60)	But not less than
Tension	24 bar dia	36 bar dia	300 mm
Compression	20 bar dia	24 bar dia	300 mm

404.5 Basis of Payment

The accepted quantity, measured as prescribed in Section 404.4, shall be paid for at the contract unit price for Reinforcing Steel which price and payment shall be full compensation for furnishing and placing all materials, including all

labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
404	Reinforcing Steel	Kilogram

ITEM 405 – STRUCTURAL CONCRETE

405.1 Description

405.1.1 Scope

This Item shall consist of furnishing, placing and finishing concrete in all structures except pavements in accordance with this Specification and conforming to the lines, grades, and dimensions shown on the Plans. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by the Engineer.

405.1.2 Classes and Uses of Concrete

Five classes of concrete are provided for in this Item, namely: A, B, C, P and Seal. Each class shall be used in that part of the structure as called for on the Plans.

The classes of concrete will generally be used as follows:

Class A – All superstructures and heavily reinforced substructures. The important parts of the structure included are slabs, beams, girders, columns, arch ribs, box culverts, reinforced abutments, retaining walls, and reinforced footings.

Class B – Footings, pedestals, massive pier shafts, pipe bedding, and gravity walls, unreinforced or with only a small amount of reinforcement.

Class C – Thin reinforced sections, railings, precast R.C. piles and cribbing and for filler in steel grid floors.

Class P – Pre stressed concrete structures and members.

Seal – Concrete deposited in water.

405.2 Material Requirements

405.2.1 Portland Cement

It shall conform to all the requirements of Subsection 311.2.1.

405.2.2 Fine Aggregate

It shall conform to all the requirements of Subsection 311.2.2.

405.2.3 Coarse Aggregate

It shall conform all the requirements of Subsection 311.2.3 except that gradation shall conform to Table 405.1.

Table 405.1 – Grading Requirements for Coarse Aggregate

Sieve Designation		Mass Percent Passing				
Standard Mm	Alternate US Standard	Class A	Class B	Class C	Class P	Class Seal
63	2-1/2"					
50	2"	100	100			
37.5	1-1/2"	95 – 100	-			100
25	1"	-	35 – 70		100	95 – 100
19.0	¾"	35 – 70	-	100	-	-
12.5	½"	-	10 – 30	90 – 100	-	25 – 60
9.5	3/8"	10 – 30	-	40 – 70	20 – 55	-
4.75	No.4	0 – 5	0 - 5	0 – 15*	0 – 10*	0 – 10*

405.2.4 Water

It shall conform to the requirements of Subsection 311.2.4.

405.2.5 Reinforcing Steel

It shall conform to the requirements of Item 710, Reinforcing Steel and Wire Rope.

405.2.6 Admixtures

Admixtures shall conform to the requirements of Subsection 311.2.7

405.2.7 Curing Materials

Curing materials shall conform to the requirements of Subsection 311.2.8.

405.2.8 Expansion Joint Materials

Expansion joint materials shall be:

1. Preformed Sponge Rubber and Cork, conforming to AASHTO M 153.

2. Hot-Poured Elastic Type, conforming to AASHTO M 173.

3. Preformed Fillers, conforming to AASHTO M 213.

405.2.9 Elastomeric Compression Joint Seals

These shall conform to AASHTO M 220.

405.2.10 Elastomeric Bearing Pads

These shall conform to AASHTO M 251 or Item 412 – Elastomeric Bearing Pads.

405.2.11 Storage of Cement and Aggregates

Storage of cement and aggregates shall conform to all the requirements of Subsection 311.2.10.

405.3 Sampling and Testing of Structural Concrete

As work progresses, at least one (1) sample consisting of three (3) concrete cylinder test specimens, 150 x 300 mm, shall be taken from each seventy five (75) cubic meters of each class of concrete or fraction thereof placed each day.

405.4.4 Mixing and Delivery

Concrete may be mixed at the site of construction, at a central point or by a combination of central point and truck mixing or by a combination of central point mixing and truck agitating. Mixing and delivery of concrete shall be in accordance with the appropriate requirements of AASHTO M 157 except as modified in the following paragraphs of this section, for truck mixing or a combination of central point and truck mixing or truck agitating. Delivery of concrete shall be regulated so that placing is at a continuous rate unless delayed by the placing operations. The intervals between delivery of batches shall not be so great as to allow the concrete in place to harden partially, and in no case shall such an interval exceed 30 minutes.

In exceptional cases and when volumetric measurements are authorized, for small project requiring less than 75 cu.m. per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition

of the aggregates, including the bulking effect in the fine aggregate. Batching and mixing shall be in accordance with ASTM C 685, Section 6 through 9.

ITEM 414 - FORMS AND FALSEWORKS

414.1 Description

This Item shall consist of designing, constructing and removing forms and falsework to temporarily support concrete, girders and other structural elements until the structure is completed to the point it can support itself.

414.2 Material Requirements

414.2.1 Formwork

The materials used for smooth form finish shall be plywood, tempered concrete-form-grade hardboard, metal, plastic, paper or other acceptable materials capable of producing the desired finish for form-facing materials. Form facing materials shall produce a smooth, uniform texture on the concrete. Form facing materials with raised grain, torn surfaces, worn edges, patches, dents, or other defects that will impair the texture of concrete surfaces shall not be permitted. No form-facing material shall be specified for rough form finish.

414.2.1.1 Formwork Accessories

Formwork accessories that are partially or wholly embedded in concrete, including ties and hangers shall be commercially manufactured. The use of non fabricated wire form ties shall not be permitted. Where indicated in the Contract, use form ties with integral water barrier plates in walls.

414.2.1.2 Formwork Release Agents

Commercially manufactured formwork release agents shall be used to prevent formwork absorption of moisture, prevent bond with concrete, and not stain the concrete surfaces.

414.2.2 Falsework

The materials to be used in the falsework construction shall be of the quantity and quality necessary to withstand the stresses imposed; it may be timber or steel or a combination of both. The workmanship shall be of such quality that the falsework will support the loads imposed on it without excessive settlement or take-up beyond as shown on the falsework drawings.

414.3. Construction Requirements

414.3.1 Design

Falsework and Formworks design and drawings shall be in accordance, with Item 407, Concrete Structures, Subsection 407.3.9 and 407.3.12, respectively.

414.3.1.1 Formwork and Falsework Drawings

When complete details for forms and falseworks are not shown, prepare and submit drawings to the Engineer showing the following:

1. Details for constructing safe and adequate forms and falsework that provide the necessary rigidity, support the loads imposed, and produce in the finished structure the required lines and grades. See subsection 414.3.1.2 for design loads. See Subsection 414.3.1.3 for design stresses, loadings and deflections. See Subsection 414.3.2 for manufactured assemblies.

2. The maximum applied structural load on the foundation material. Include a drainage plan or description of how foundations will be protected from saturation, erosion, and/or scour see Subsection 414.3.3.1.

3. The description of all proposed material. Describe the material that is not describable by standard nomenclature (such as AASHTO or ASTM specified) based on manufacturer's test and recommended working

ITEM 403 – METAL STRUCTURES

403.1 Description

This work shall consist of steel structures and the steel structure portions of composite structures, constructed in reasonably close conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer. The work will include the furnishing, fabricating, hauling, erecting, welding and painting of structural metals called for in the Special Provision or shown on the Plans. Structural metals will include structural steel, rivet, welding, special and alloy steels, steel forgings and castings and iron castings. This work will also include any incidental metal construction not otherwise provided for, all in accordance with these Specifications, Plans and Special Provisions.

403.2 Material Requirements

Materials shall meet the requirements of Item 712, Structural Metal; Item 409, Welded Structural Steel, and Item 709, Paints.

403.3 Construction Requirements

403.3.1 Inspection

The Contractor shall give the Engineer at least fifteen (15) days notice prior to the beginning of work at the mill or shop, so that the required inspection may be made. The term "mill" means any rolling mill, shop or foundry where material for the work is to be manufactured or fabricated. No material shall be rolled or fabricated until said inspection has been provided.

The Contractor shall furnish the Engineer with copies of the certified mill reports of the structural steel, preferably before but not later than the delivery of the steel to the job site.

The Contractor shall furnish all facilities for inspection and the Engineer shall be allowed free access to the mill or shop and premises at all times. The

Contractor shall furnish, without charge, all labor, machinery, material and tools necessary to prepare test specimens.

Inspection at the mill or shop is intended as a means of facilitating the work and avoiding errors. It is expressly understood that it will not relieve the Contractor from any responsibility for imperfect material or workmanship and the necessity for replacing same. The acceptance of any material or finished member at the mill or shop by the Engineer shall not preclude their subsequent rejection if found defective before final acceptance of the work. Inspection of welding will be in accordance with the provision of Section 5 of the "Standard Code for Arc and Gas Welding in Building Construction" of the American Welding Society.

403.3.2 Stock Material Control

When so specified in the Contract, stock material shall be segregated into classes designated as "identified" or "unidentified". Identified material is material which can be positively identified as having been rolled from a given heat for which certified mill test can be produced. Unidentified material shall include all other general stock materials. When it is proposed to use unidentified material, the Engineer shall be notified of such intention at least fifteen (15) days in advance of commencing fabrication to permit sampling and testing. When so

indicated or directed, the Contractor shall select such material as he wishes to use from stock, and place it in such position that it will be accessible for inspection and sampling. The Contractor shall select identified material from as few heat numbers as possible, and furnish the certified mill test reports on each of such heat numbers. Two samples shall be taken from each heat number as directed, one for a tension test and one for a bend test.

In the case of unidentified stock, the Engineer may, at his discretion, select any number of random test specimens.

Each bin from which rivets or bolts are taken shall subject to random test. Five rivets or bolts may be selected by the Engineer from each bin for test purposes.

Structural material, either plain or fabricated, shall be stored above the ground upon platforms, skids, or other supports. It shall be kept free from dirt, grease, or other foreign matter, and shall be protected as far as practicable from corrosion.

403.3.3 Fabrication

These Specifications apply to riveted, bolted and welded construction. The Contractor may, however, with approval of the Engineer, substitute high tensile strength steel bolts equivalent to the rivets in any connection.

Workmanship and finish shall be in accordance with the best general practice in modern bridge shops. Portions of the work exposed to view shall be finished neatly. Shearing, flame cutting, and chipping shall be done carefully and accurately.

Structural material, either plain or fabricated, shall be stored above the ground upon platforms, skids or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be protected as far as practicable from corrosion.

Rolled material before being laid off or worked must be straight. If straightening is necessary, it shall be done by methods that will not injure the metal. Sharp kinks and bends will be cause for rejection of the material.

ITEM 704 – MASONRY UNITS

704.1 Clay or Shale Brick

Brick shall conform to the requirements of one of the following specifications:

Sewer Brick	-	AASHTO M 91, Grade SM
Sewer Brick	-	ASTM C 32, Grade SM
Building Brick	-	AASHTO M 114, Grade SW,
		or ASTM C 62, Grade SW

The grade will be shown on the Plans or in the Special Provisions.

704.2 Concrete Brick

Concrete brick shall conform to the requirements of ASTM C 55, Grade A.

704.3 Concrete Masonry Blocks

Concrete masonry blocks may be rectangular or segmented and, when specified, shall have ends shaped to provide interlock at vertical joints.

Solid blocks shall conform with the requirements of ASTM C 139 or ASTM C 145, grade as specified. Hollow blocks shall conform to the requirements of ASTM C 90, grade as specified.

Dimensions and tolerances shall be as individually specified on the Plans.

PROJECT BILLBOARD

2.2.3 For infrastructure projects, a tarpaulin signboard must be suitably framed for outdoor display at the project location, and shall be posted as soon as the award has been made. The design and format of the tarpaulin, as shown in Annex "A," shall have the following specifications:

Tarpaulin, white, 8 ft x 8 ft	Tarpaulin, white, 4 ft x 8 ft
Resolution: 70 dpi	Resolution: 70 dpi
Font : Helvetica	Font : Helvetica
Font Size: Main Information – 3"	Font Size: Main Information – 3"
Sub-Information -1"	Sub-Information -1"
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B.2 MEDICAL ROOM AND FIRST AID FACILITIES

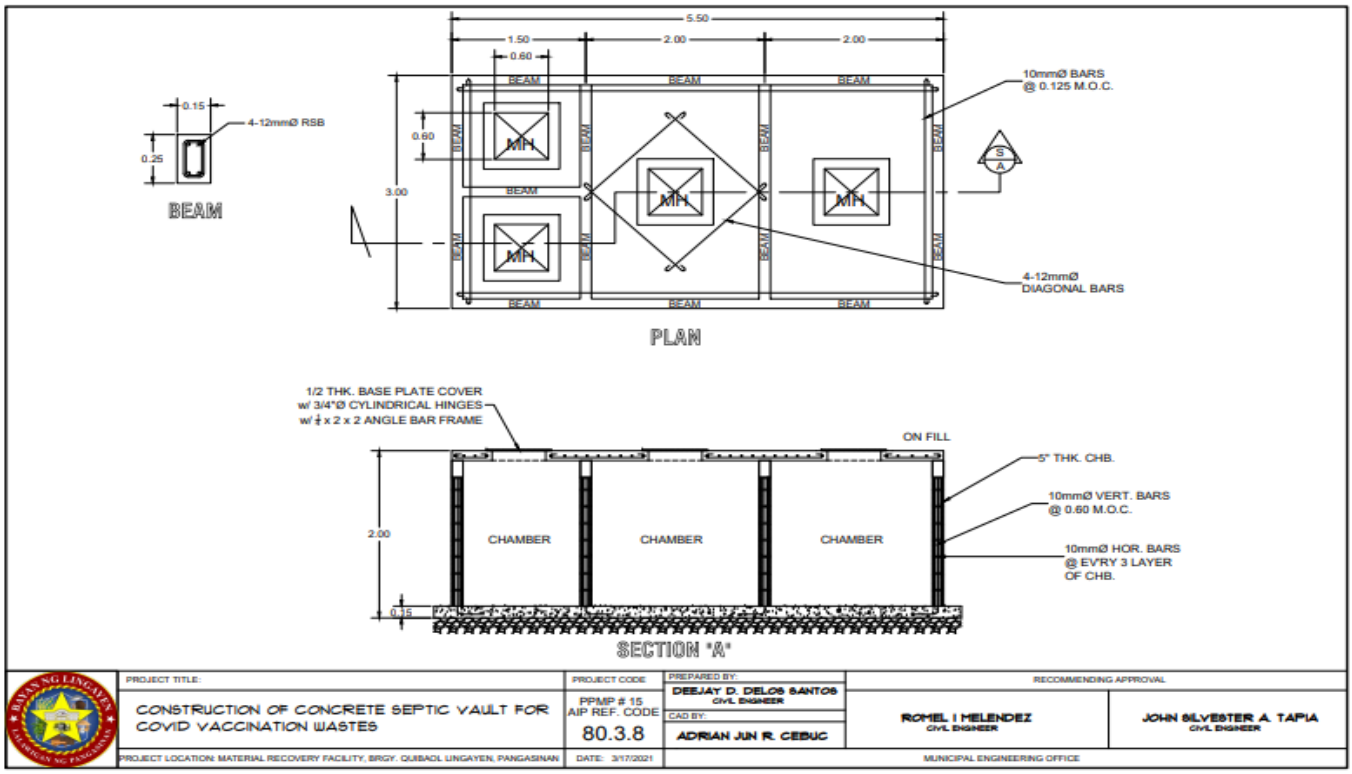
1. The Contractor shall provide and maintain throughout the duration of the Contract a medical room together with all necessary supplies to be sited in the Contractor's main area. The medical room shall be waterproof; it could be a building or room designated and used exclusively for the purpose. It shall have a floor area of at least 15 square meters and a glazed window area of at least 2 square meters.

2. The Contractor shall employ permanently on the site a fully trained Medical Aide, who shall be engaged solely on medical duties.

3. The location of the medical room and any other arrangements shall be made known to all employees by posting on prominent locations suitable notices in the Site.

4. The Contractor's arrangement to comply with this Section shall be subject to the approval of the Engineer and also to the approval of any qualified Medical Officer designated by the Government to supervise medical arrangements on the Site.

Section VII. Drawings



Section VIII. Bill of Quantities

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

Bill of Quantities

Construction of Concrete Septic Vault for Covid 19 Vaccination Wastes at Material Recovery Facility, Lingayen, Pangasinan					
Item No.	Description	Qty.	Unit	Unit Price (Pesos)	Amount (Pesos)
PART A.	EARTHWORKS				
I.	Earthworks	27.23	Cu.m.	In words:Pesos	In words:Pesos
PART B.	STRUCTURAL, ARCHITECTURAL WORKS				
II.	Concrete Works	5.30	Cu.m.	In words:Pesos	In words:Pesos
III.	Reinforcing Steel & Wire Rope	859.44	kg	In words:Pesos	In words:Pesos
IV.	Forms & Faalseworks	1.00	Lot	In words:Pesos	In words:Pesos
V.	Steel Works	1.00	Lot	In words:Pesos	In words:Pesos
VI.	Masonry Works	1.00	Lot	In words:Pesos	In words:Pesos
PART B.	OTHER GENERAL REQUIREMENTS				
VII.	Project Billboards	1.00	Lot	In words:Pesos	In words:Pesos

VII.	Construction Health and Safe	1.00	Lot	In words:Peso	In words:Peso
TOTAL AMOUNT IN WORDS:					

Submitted by:

_____ Date: _____

Contractor

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) 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**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**

☐ (i) 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**

(j) Project Requirements, which shall include the following:

☐ a. Organizational chart for the contract to be bid;

☐ b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience

data;

☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

☐ (k) 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

☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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

☐ (o) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

☐ (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**

☐ (r) Cash Flow by Quarter.

Section XI. Bid Forms

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

To: Bids and Awards Committee
Local Government Unit of Lingayen
Municipal Hall Building, Lingayen, Pangasinan, 2401

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*

b. We offer to execute the Works for this Contract in accordance with the PBDs;

c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;

d. The discounts offered and the methodology for their application are: *[insert information]*;

e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized herein and reflected in the detailed estimates,

f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[12] for this purpose;

h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity*].*

l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:

_____

_____

Legal Capacity:

_____

_____

Signature:

_____

_____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF_____)
S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

   [If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

   [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   [If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   [If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a

Bidder in compliance with the Philippine Bidding Documents, which includes:

a. Carefully examining all of the Bidding Documents;
b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this_____day of, 20_____at

_____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]