BIDDING DOCUMENTS

FOR THE

FABRICATION/ INSTALLATION OF SOUVENIR SHOP AT LINGAYEN, PANGASINAN

MUNICIPALITY OF LINGAYEN

Sixth Edition
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TABLE OF CONTENTS

GLOSSARY OF 4

TERMS, ABBREVIATIONS, AND ACRONYMS 4

SECTION I. INVITATION TO BID 7

SECTION II. INSTRUCTIONS TO BIDDERS 9

1. Scope of Bid 9
2. Funding Information 9
3. Bidding Requirements 9
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 9
5. Eligible Bidders 10
6. Bidders Responsibilities 10
7. Origin of Associated Goods 11
8. Subcontracts 11
9. Pre-Bid Conference 11
10. Clarification and Amendment of Bidding Documents 11
11. Documents Comprising the Bid: Eligibility and Technical Components 11
12. Documents Comprising the Bid: Financial Component 12
13. Alternative Bids 12
14. Bid Prices 12
15. Bid and Payment Currencies 12
16. Bid Security 12
17. Sealing and Marking of Bids 13
18. Deadline for Submission of Bids 13
19. Opening and Preliminary Examination of Bids 14
20. Detailed Evaluation and Comparison of Bids 15
21. Post Qualification 15
22. Signing of the Contract 15

SECTION III. BID DATA SHEET 16

SECTION IV. GENERAL CONDITIONS OF CONTRACT 18

1. Scope of Contract 18
2. Sectional Completion of Works 18
3. Possession of Site 18
4. The Contractor's Obligations 19

5. Performance Security 19
6. Site Investigation Reports 19
7. Warranty 19
8. Liability of the Contractor 20
9. Termination for Other Causes 20
10. Dayworks 20
11. Program of Work 20
12. Instructions, Inspections and Audits 20
13. Advance Payment 20
14. Progress Payments 21
15. Operating and Maintenance Manuals 21

SECTION V. SPECIAL CONDITIONS OF CONTRACT 22

SECTION VI. SPECIFICATIONS 23

SECTION VII. DRAWINGS 23

SECTION VIII. BILL OF QUANTITIES 29

SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS 30

SECTION X. BID FORMS 33

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* *FABRICATION / INSTALLATION OF SOUVENIR SHOP AT LINGAYEN, PANGASINAN*

The ***Local Government Unit (LGU) of Lingayen*** through the General Fund -20% Development Fund intends to apply the sum of ***Nine Hundred Sixty Thousand Pesos (P960,000.00) only*** being the Approved Budget for the Contract (ABC) to payments under the contract for *the* ***FABRICATION / INSTALLATION OF SOUVENIR SHOP AT LINGAYEN, PANGASINAN with Purchase Request no. 100-22-11-433.*** 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 *FORTY FIVE (45) 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 7*:00 in the morning to 6:00 in the afternoon, Mondays to Thursday except holidays.*

A complete set of Bidding Documents may be acquired by interested bidders starting ***November 3, 2022 – November 29, 2022 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* ***One Thousand Pesos (P1,000.00) 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 *November 16, 2022, 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 29, 2022. 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 29, 2022**, *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.

Any provision in the Instruction to Bidders that is not complied with shall be a ground for disqualification, except when allowed by R.A. 9184, its Implementing Rules and Regulations or pertinent GPPB Resolutions.

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*

November 3, 2022
Date of Issue

JOAN JUDE R. LOPEZ, LLB, MDM
BAC Chairperson

Section II. Instructions to Bidders (ITB)

1. Scope of Bid

The Procuring Entity, *the Local Government Unit of Lingayen* invites Bids for **the *Fabrication/ Installation of Souvenir Shop at Lingayen, Pangasinan Purchase* Request No. 100-22-11-433.**

The Procurement Project (referred to herein as "Project") is for the *Souvenir Shop* as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2022* in the amount of *Nine Hundred Sixty Thousand Pesos (P960, 000.00) Only.*

2.2. The source of funding is: LGU's General Fund - 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 ***November 16, 2022, 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.

11.3 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**.

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**.

11.5 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**.

12. Documents Comprising the Bid: Financial Component

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

12.2 Any 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

15.1 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.

15.2 Payment of the contract price shall be made in:

a. Philippine Pesos.

16. Bid Security

16.1 The Bidder shall submit a Bid Securing Declaration or any 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) shall now be enclosed in one final expanding envelope properly marked and sealed with affixed signature of bidder.

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 29, 2022 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 29, 2022, 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**. Subject to GPPB Circular No. 03-2012 dated August 17, 2012

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:

OTHER GENERAL REQUIREMENTS
I. Project Billboards
II. Construction Health and Safety
CIVIL WORKS
III. Carpentry Works
IV. Electrical Works
V. Painting Works (Wood)</td></tr>
<tr><td>&</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
Project Engineer — five(5) years — Vertical/Horizontal Projects
Materials Engineer — five(5) years — Vertical/Horizontal Projects
Construction Foreman
Skilled Laborer
Partime Safety Practitioner
First Aider
Unskilled Laborer</td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:
<table>
<tr><td>Equipment</td><td>Capacity</td><td>No. of units</td></tr>
<tr><td>Minor tools</td><td>N/A</td><td>all reqd.</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 a Bid Securing Declaration ar any of the following forms and amounts:
a. The amount of not less than Nineteen Thousand Two Hundred Pesos (P19,200.00) 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;

b. The amount of not less than Forty Eight Thousand Pesos (P48,000.00) Only five percent (5%) of ABC] if bid security is in Surety Bond.</td></tr>
<tr><td>19.2</td><td>Partial bids is not allowed .</td></tr>
</table>

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 forty five **(45)** 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 other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) 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 : Fabrication/ Installation of Souvenir Shop
Location : Lingayen, Pangasinan

Subject: Approved Technical Specification

CARPENTRY WORKS

1003.1 Description

The work under this item shall consist of furnishing all required materials, fabricated woodwork, tools, equipment and labor and performing all operations necessary of the satisfactory completion of all carpentry and joinery works in strict accord with applicable drawings, details and these Specifications.

1003.2 Material Requirements

1003.2.1 Lumber

Limber of the different species herein specified for the various parts of the structure shall be well seasoned sawn straight, sundried or kiln dried and free from defects such as loose unsound knots, pitch pockets, sapwood, cracks and other imperfections impairing its strength, durability and appearance.

1003.2.1.1 Grades of Lumber and Usage

a. Stress grade is seasoned, close-grained and high quality lumber of the specified specie free from defects and suitable or sustaining heavy loads.

Stress grade lumber shall be used for wooden structural members subject to heavy loads, and for sub-floor framing embedded or in contact with concrete or masonry.

b. Select grade lumber of the specified specie is generally of high quality, of good appearance, without imperfections, and suitable for use without waster due to defects and suitable also for natural finish. Select grade lumber shall be used for flooring, sidings, facial and base boards, trims, moldings, millwork, railings, stairs, cabinet work, shelvings, doors, window and frames of openings.

c. Common grade lumber has minimum tight medium knot not larger than 25 mm in diameter, with minimal imperfections, without sapwood, without decay, insect holes, and suitable for use with some

waste due to minor defects and suitable also for paint finish. Common grade lumber shall be used for light framework for wall partitions, ceiling joist and nailers. Common grade lumber shall be used for light framework for wall partitions. Ceiling joist and nailers.

1003.2.1.2 Lumber Species and Usage

Unless otherwise specified on the Plans, the following lumber species shall be used as indicated:

a. Yacal (stress grade) for structural member such as post, girders, girts, sleepers door and window frames set or in contact with concrete or masonry.

b. Guijo (select grade) for door and window frames set in wooden framework, for stairs, for roof framing supporting ceramic or cement tiles, for floor joist and other wooden structural parts.

c. Apitong (common grade) for roof framing supporting light roofing materials such as galvanized iron, aluminum or asbestos sheets, for wall framing, ceiling joist, hanger and nailers.

d. Tanguile (select grade) for doors and windows, facial and base boards, trims, moldings, millwork, railings, stairs, cabinet, work, shelving's, flooring and siding.

e. Narra (select grade) for stair railings, flooring boards, wall panels, base boards, trims, moldings,cabinet work, millwork, doors and windows when indicated as such in the Plans.

f. Dao (select grade) for parts of the structure as enumerated under Section 1003.2.1.2 (e), when indicated as such on the Plans.

1003.3.5 Finished Carpentry

Finished carpentry covers works on flooring, siding and ceiling boards, stairs, cabinets, fabricated woodwork, millwork and trims.

a. Framing lumber shall be select grade, free from defects and where exposed in finished work, shall be selected for color and grain.

b. Joints of framing shall be tenoned, mortised or doweled where suitable, closely fitted and secured with water resistant resins glue. Exterior joints shall be mitered and interior angles coped.

c. Panels shall be fitted allow for contraction or expansion and insure that the panels remain in place without warping, splitting and opening of joints.

d. Plyboard shall be as specified under Section 1003.2.3 unless otherwise indicated on the Plans.

e. Plywood shall be specified under Section 1003.2.4.

f. Exposed edges of plywood or plywood for cabinets shall be provided with select grade hardwood strips, rabbetted as necessary, glued in place and secured with finishing nails. To prevent splitting,hardwood for trims shall be drilled before fastening with nails or screws.

g. Fabricated woodwork shall be done preferably at the shop. It shall be done true to details and profiles indicated on the Plans.Where set against concrete or masonry, woodwork shall be installed when curing is completed.

h. Exposed wood surfaces shall be free from disfiguring defects such as raised grains, stains, uneven planning, sanding, tool marks and scratches.Exposed surfaces shall be machine or hand sanded to an even smooth surface, ready for finish.

ELECTRICAL WORKS

PART 1 - GENERAL ELECTRICAL SUB-CONTRACTOR

A. The electrical work shall be carried out by an electrical sub-contractor who is on the approved list of electrical contractor's.

B. The electrical sub-contractor must have, during the entire duration of the Contract, qualified electrical engineer and electrical supervisor for ensuring proper execution and supervision of work. The electrical engineer should be licensed & registered with the Local Engineer's Association and his name, qualifications and experience should be submitted for approval. The electrical engineer and supervisor should be available at site during all working hours.

C. The name of the electrical sub-contractor, details of his experience and his staff qualifications and experience shall be submitted by the tenderer with his tender in accordance with form shown hereinafter which shall be filled by the tenderer and his proposed sub-contractor.

1.01 SCOPE OF WORK

A. The Work included in these Specifications is for the complete Electrical Services for the Project.The Work described and included in this Specification is for the manufacture works, testing, supply, delivery to site, erection, connection, site testing, demonstrating, commissioning and maintaining for required duration, all equipment and installation as described in this Specifications and shown on Contract Drawings. Additionally all equipment and installation shall conform to local authorities Specifications.

Any Works whether or not shown on the Drawings and/or described in the Specifications but which can reasonably be inferred as necessary for the completion and proper operation of the works will also form part of the extent of the Contract

B. All Electrical Works complete in all respects shall be provided in accordance with the requirements of the Contract Documents.

PAINTING WORKS FOR WOOD

411.3.6.3 Painting and Timber Structures

Timber structures shown on the Plans to be painted, shall be given two coats of the specified materials, which shall be thoroughly brushed in. Additional coats shall be required

when so specified on the Plans. All surfaces shall be thoroughly dry before painting, and each coat shall be allowed to stand for three or four days, or until thoroughly dry before applying the succeeding coat.

Timber which required painting must be seasoned timber surfaced on four (4) sides. It shall be either untreated or salt-treated timber as specified on the Plans.

The entire surface of all untreated timber that is to be painted, shall be given a priming coat immediately after the material is delivered to the project. All contact surfaces shall receive the second coat paint.

Special care shall be taken during construction and handling so that the pieces to be painted do not come in contact, except when required, with the creosoted materials and that no oil is brushed on the same during construction operations. The Contractor shall be required to pile such pieces separately from the creosoted materials and keep them from contact with same until ready for erection.

Creosoted materials such as guardrails and guide posts which are to be painted, shall be painted with aluminum paint as specified above.

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:

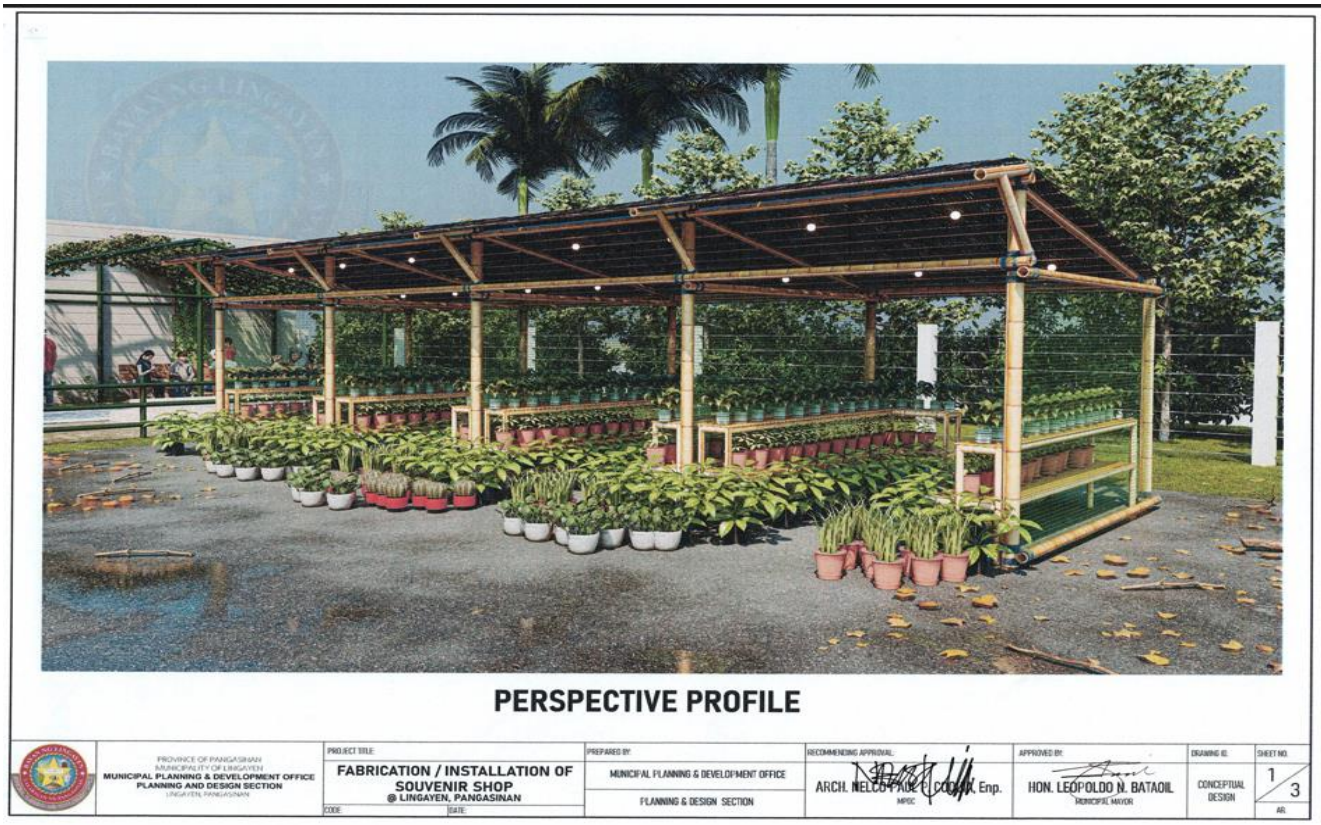
Tarpaulin, white, 8 ft x 8 ft	Tarpaulin, white, **4** ft x 8 ft
Resolution: 70 dpi	Resolution: 70 dpi
Font : Helvetica	Font : Helvetica
Font Size: Main Information – 3"	Font Size: Main Information – 3"
Sub-Information -1"	Sub-Information -1"
Font Color: Black	Font Color: Black

CONSTRUCTION HEALTH AND SAFETY PROGRAM

B.2 MEDICAL ROOM AND FIRST AID FACILITIES

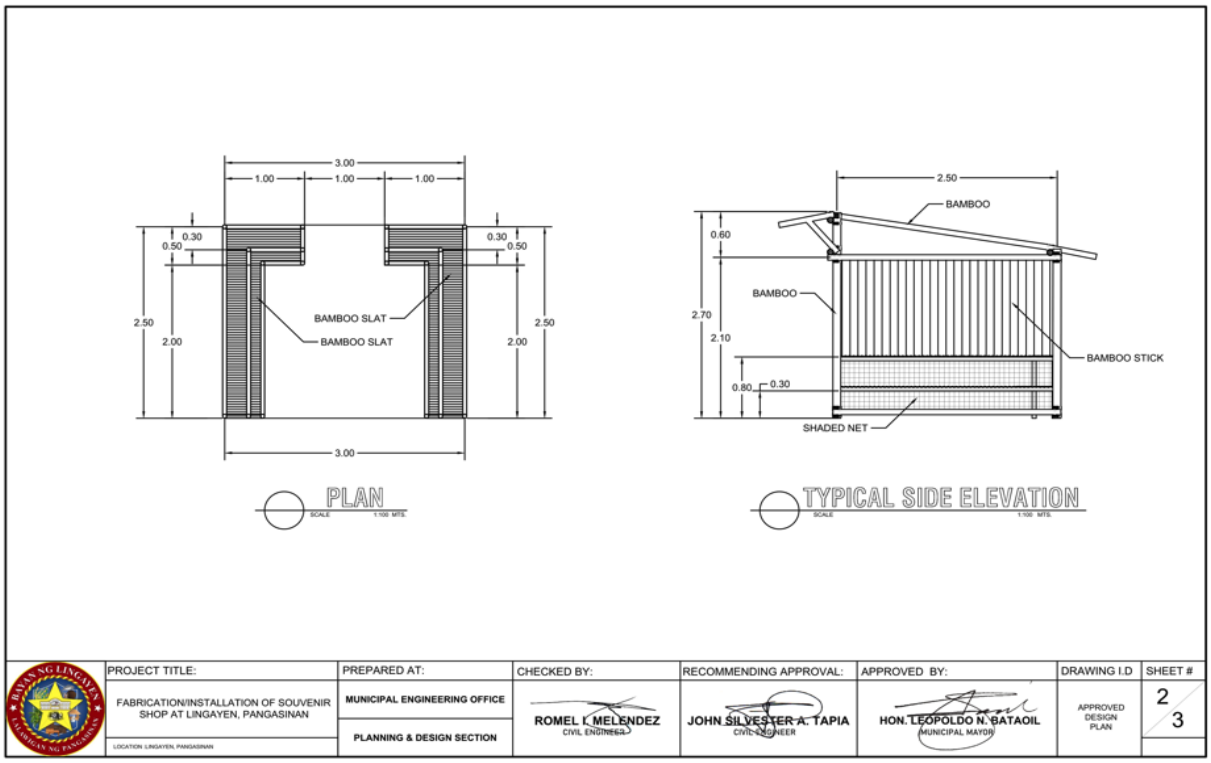
1. The Contractor shall provide and maintain throughout the duration of the Contract a medical room together with all necessary supplies to be sited in the Contractor's main area. The medical room shall be waterproof; it could be a building or room designated and used exclusively for the purpose. It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

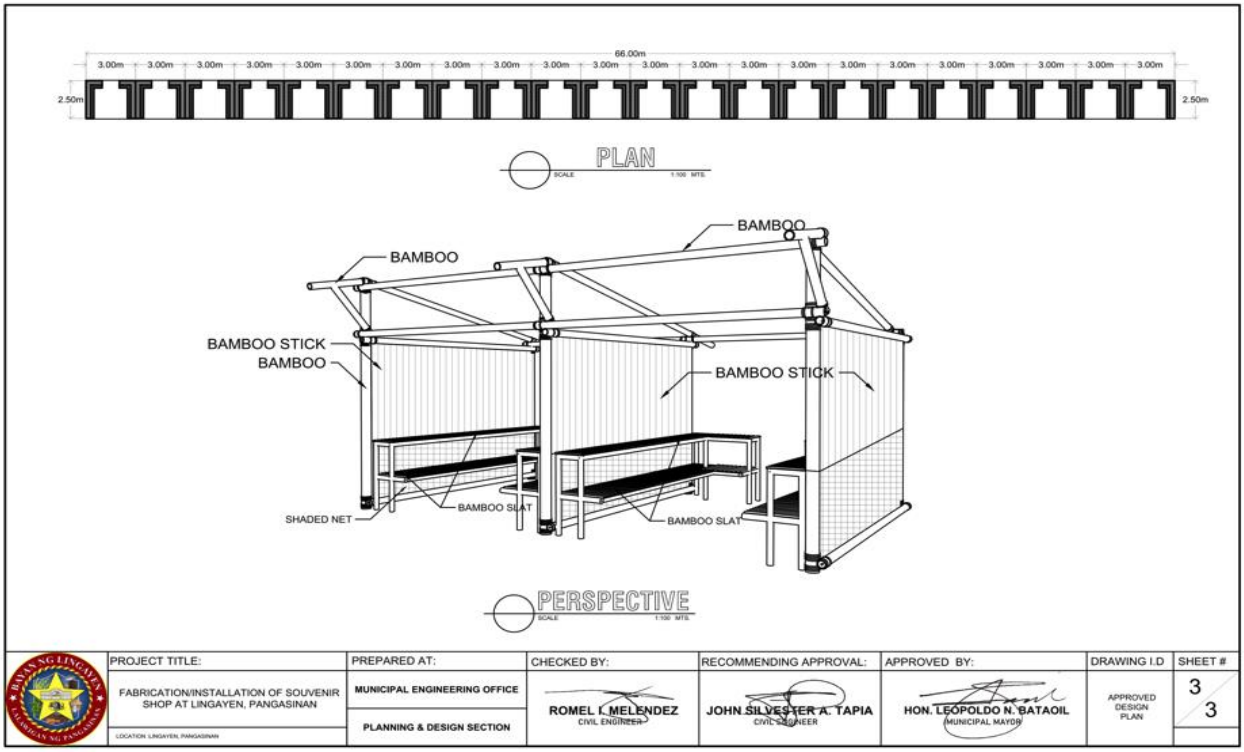


PERSPECTIVE PROFILE

PROVINCE OF PANGASINAN MUNICIPALITY OF LINGAYEN **MUNICIPAL PLANNING & DEVELOPMENT OFFICE** **PLANNING AND DESIGN SECTION** LINGAYEN, PANGASINAN	PROJECT TITLE: **FABRICATION / INSTALLATION OF SOUVENIR SHOP** **@ LINGAYEN, PANGASINAN** CODE: DATE:	PREPARED BY: MUNICIPAL PLANNING & DEVELOPMENT OFFICE PLANNING & DESIGN SECTION	RECOMMENDING APPROVAL: ARCH. NELCO PAUL C. COLLADO, Enp. MPDC	APPROVED BY: HON. LEOPOLDO N. BATAOIL MUNICIPAL MAYOR	DRAWING ID: CONCEPTUAL DESIGN	SHEET NO. 1 / 3 AR.



	PROJECT TITLE: FABRICATION/INSTALLATION OF SOUVENIR SHOP AT LINGAYEN, PANGASINAN LOCATION: LINGAYEN, PANGASINAN	PREPARED AT: **MUNICIPAL ENGINEERING OFFICE** **PLANNING & DESIGN SECTION**	CHECKED BY: **ROMEL L. MELENDEZ** CIVIL ENGINEER	RECOMMENDING APPROVAL: **JOHN SILVESTER A. TAPIA** CIVIL ENGINEER	APPROVED BY: **HON. LEOPOLDO N. BATAOIL** MUNICIPAL MAYOR	DRAWING I.D APPROVED DESIGN PLAN	SHEET # 2 / 3



PROJECT TITLE:	PREPARED AT:	CHECKED BY:	RECOMMENDING APPROVAL:	APPROVED BY:	DRAWING I.D	SHEET #
FABRICATION/INSTALLATION OF SOUVENIR SHOP AT LINGAYEN, PANGASINAN LOCATION: LINGAYEN, PANGASINAN	MUNICIPAL ENGINEERING OFFICE PLANNING & DESIGN SECTION	ROMEL I. MELENDEZ CIVIL ENGINEER	JOHN SILVESTER A. TAPIA CIVIL ENGINEER	HON. LEOPOLDO N. BATAOIL MUNICIPAL MAYOR	APPROVED DESIGN PLAN	3/3

Section VIII. Bill of Quantities

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

Bill of Quantities

FABRICATION / INSTALLATION OF SOUVENIR SHOP AT LINGAYEN, PANGASINAN					
Item No.	Description	Qty.	Unit	Unit Price (Pesos)	Amount (Pesos)
	OTHER GENERAL REQUIREMENTS				
I.	Project Billboards	1.00	lumpsum	In words:Pesos	In words:Pesos
II.	Construction Health and Safety	1.00	lumpsum	In words:Pesos	In words:Pesos
	CIVIL WORKS				
III.	Carpentry Works	1.00	lumpsum	In words:Pesos	In words:Pesos
IV.	Electrical Works	1.00	lumpsum	In words:Pesos	In words:Pesos
V.	Painting Works (Woods)	1.00	lumpsum	In words:Pesos	In words:Pesos
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 shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**

☐ (r) Cash Flow by Quarter.

Section XI. Bid Forms

Bid Form for the Procurement o fInfrastructure Projects

[shall be submitted with the Bid]

BIDFORM

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;

Undersigned undertakes that it is compliant with all laws, rules, regulations, and orders of the national government or any of its departments, instrumentalities, agencies, and governing bodies. As such, the undersigned holds the Head of the Procuring Entity and the members of the Bids and Awards Committee and its secretariat free from any liability which might arise from the contractor's non-compliance with the laws, rules, regulations, and orders.

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]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION

Project Title: _____

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this_day of *[month] [year]* at *[place of execution]*.

[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]

STATEMENT OF ALL ONGOING PROJECTS

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of works	Contractor's Role		a. Date Awarded b. Date of contract c. Date of Proceed d. Contract Duration	% of Accomplistment		Value of Outstanding Works
			Description	%		Planned	%	
					TOTAL----------			

(Printed Name & signature of Bidder's Authorized Representative)

Designation: Manager