BIDDING DOCUMENTS

FOR THE

REHABILITATION AND IMPROVEMENT OF MUNICIPAL HALL-LOBBY AREA AT LINGAYEN, PANGASINAN

MUNICIPALITY OF LINGAYEN

Sixth Edition
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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 REHABILITATION AND IMPROVEMENT OF MUNICIPAL HALL-LOBBY AREA AT LINGAYEN, PANGASINAN*

The ***Local Government Unit (LGU) of Lingayen*** through the General Fund – *Supplemental Budget* intends to apply the sum of ***One Million Two Hundred Thousand Pesos (P 1,200,000.00) Only*** being the Approved Budget for the Contract (ABC) to payments under the contract for *the* ***REHABILITATION AND IMPROVEMENT OF MUNICIPAL LOBBY AREA AT LINGAYEN, PANGASINAN with Purchase Request no. 100-21-09-359.*** 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 *SIXTY (60) 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 22, 2021 – November 18, 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 Thousand Pesos (P5,000.00)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 4, 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 18, 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 18, 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 21, 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 for ***Rehabilitation and Improvement of Municipal Lobby Area at Lingayen, Pangasinan with Purchase Request No. 100-21-09-359.***

The Procurement Project (referred to herein as "Project") is for ***Rehabilitation and Improvement of Municipal Lobby Area at 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 *One Million Two Hundred Thousand Pesos (P 1,200,000.00) Only.*

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

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement 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 4, 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.

11.3 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**.

11.5A 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 18, 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 18, 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. Surface Courses
I . Demolition
Part B. Masonry Works
II. Masonry Works
Part C. Carpentry Works
III. Carpentry Works
Part D. Painting Works
IV. Painting Works
Part E. Electrical Worls
V. Electrical Works
Part F. Doors and Windows
VI. Doors and Windows
Part G. Other General Requirements
VII. Project Billboards
VIII. Occupational Safety and Health Program</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>Handy tools</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Hacksaw</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Rivet Hammer</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 Twenty-four Thousand Pesos (P24,000.00) Only(two percent (2%) of ABC], if bid security is in cash,</td></tr>
</table>

	cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than ***Sixty Thousand Pesos (P 60,000.00) 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 **sixty (60)** 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 Name : Rehabilitation and Improvement of Municipal Lobby Area

Location : Barangay Poblacion, Lingayen, Pangasinan

TECHNICAL SPECIFICATIONS

I. Demolition

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.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted to the required density.

If perishable material is burned, it shall be burned under the constant care of component watchmen at such times and in such a manner that the surrounding vegetation, other adjacent property, or anything designated to remain on the right of way will not be jeopardized. If permitted, burning shall be done in accordance with applicable laws, ordinances, and regulation.

The Contractor shall use high intensity burning procedures, (i.e., incinerators, high stacking or pit and ditch burning with forced air supplements)

that produce intense burning with little or no visible smoke emission during the burning process. At the conclusion of each burning session, the fire shall be completely extinguished so that no smoldering debris remains.

In the event that the Contractor is directed by the Engineer not to start burning operations or to suspend such operations because of hazardous weather conditions, material to be burned which interferes with subsequent construction operations shall be moved by the Contractor to temporary locations clear of construction operations and later, if directed by the Engineer, shall be placed on a designated spot and burned.

Materials and debris which cannot be burned and perishable materials may be disposed off by methods and at locations approved by the Engineer, on or off the project. If disposal is by burying, the debris shall be placed in layers with the material so disturbed to avoid nesting. Each layer shall be covered or mixed with earth material by the land-fill method to fill all voids. The top layer of material buried shall be covered with at least 300 mm of earth or other approved material and shall be graded, shaped and compacted to present a pleasing appearance. If the disposal location is off the project, the Contractor shall make all necessary arrangements with property owners in writing for obtaining suitable disposal locations which are outside the limits of view from the project. The cost involved shall be included in the unit bid price. A copy of such agreement shall be furnished to the Engineer. The disposal areas shall be seeded, fertilized and mulched at the Contractor’s expense.

Woody material may be disposed off by chipping. The wood chips may be used for mulch, slope erosion control or may be uniformly spread over selected areas as directed by the Engineer. Wood chips used as mulch for slope erosion control shall have a maximum thickness of 12 mm and faces not exceeding 3900 mm2 on any individual surface area. Wood chips not designated for use under other sections shall be spread over the designated areas in layers not to exceed 17 75 mm loose thickness. Diseased trees shall be buried or disposed off as directed by the Engineer.

All merchantable timber in the clearing area which has not been removed from the right of way prior to the beginning of construction, shall become the property of the Contractor, unless otherwise provided.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be trimmed as directed. Branches of trees extending over the roadbed shall be trimmed to give a clear height of 6 m above the roadbed surface. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

Timber cut inside the area staked for clearing shall be felled within the area to be cleared

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:

II. 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.

CONCRETE MASONRY UNITS (CMU)

CMU used in these works shall have a minimum ultimate compressive strength @ 28 days as follows :

100 mm THK -Non load Bearing CMU,	f'm = 2.4 Mpa (350 PSI)
150 mm THK -Non Load Bearing CMU,	f'm = 2.4 Mpa (350 PSI)

All cells shall be solidly filled with grout, concrete shall have a minimum compressive strength of 13.8 Mpa (2000 PSI) @ 28 days

Unless indicated otherwise, CMU reinforcement shall be 10mmØ horizontal bars @ 600 mm and 10mmØ vert. bars @ 400

All walls shall be constructed in conventional running bond unless noted otherwise

Grout masonry in 2.4m maximum lifts, reinforcement shall be secured against displacement prior to grouting by wire positioners at intervals not exceeding 200 bar diameters nor 3m If work is stopped 1 hour or longer, provide horizotal constrcution joints by stopping the grout 50mm below the top of the block

III. CARPENTRY WORKS

(Finishing Works)

Wall Description

¾ Thick Laminated Plyboard Wall Cladding

(Submit samples for color, texture and size for approval)

CEILING DESCRIPTION

3/16 " THK. HARDIFLEX, PAINTED FINISH

(SUBMIT COLOR SWATCHES FOR END-USER'S APPROVAL)

ON METAL DOUBLE FURRING CHANNEL @ 400mm O.C. BOTHWAYS WITH

0.8mm THK. X 12mm X 38mm X 5000mm METAL CARRYING

CHANNEL @ 600mm O.C. BOTHWAYS AND ROD JOINER

(HANGERS/SUPPORT) AT 600 mm O.C. BOTHWAYS

(TYPICAL ON ALL ROOMS)

NOTE: PROVIDE 25mm LONG CONCRETE NAIL FOR

PERIMETER ANGULAR SUPPORT @ 600mm O.C.

IV. ITEM 709 – PAINTS

709.1 Description

This Item covers all paint materials including vehicles, pigments, pastes, driers, thinners and mixed paints for steel and wooden structures.

709.2 Material Requirements

709.2.1 General

Paint, except, aluminum paint, shall consist of pigments of the required fineness and composition ground to the desired consistency in linseed oil in a suitable grinding machine, to which shall be added additional oil, thinner and drier as required.

Aluminum paint shall consist of aluminum bronze powder or paste of the required fineness and composition to which shall be added the specified amount of vehicle.

The paint shall be furnished for use in ready mixed, paste or powder form.

All paint shall meet the following general requirements:

a. The paint shall show no excessive settling and shall easily be redispersed with a paddle to a smooth, homogenous state. The paint shall show no curdling, livering, caking or color separation and shall be free from lumps and skins.

b. The paint as received shall brush easily, possess good levelling properties and shall show no running or sagging when applied to a smooth vertical surface.

c. The paint shall dry to a smooth uniform finish free from roughness grit, uneveness and other imperfections. d. The paint shall not skin within 48 hours in three quarters filled closed container.

e. The paint shall show no thickening, curdling, gelling or hard caking after six (6) months storage in full, tightly covered container at a temperature of 210C.

709.2.2 The paint shall conform to the requirements of the indicated specifications as follows:

Red Lead Ready-Mixed Paint	AASHTO M 72 Type I, II, III and IV
Aluminum Paint	AASHTO M 69 Type I and II
White & Tinted Ready-Mixed Paint	AASHTO M 70
Foliage Green Bridge Paint	AASHTO M 67
Black Paint for Bridges and Timber Structures	AASHTO M 68
Basic Lead Silicon Chromate, Ready-Mixed Primer	AASHTO M 229

709.2.3 The constituent parts of the paint shall meet the following specifications:

Red Lead (97% Pb_3O_4)	ASTM D 83
Iron Oxide (85% Fe_2O_3)	ASTM D 84
Aluminum Powder and Paste	ASTM D 962
Magnesium Silicate	ASTM D 605
Mica Pigment	ASTM D 607
Titanium Dioxide	ASTM D 476
Chrome Yellow	ASTM D 211
Calcium Carbonate	ASTM D 1199
Basic Lead-Silicon Chromate	ASTM D 1638
Basic Carbonate White Lead	ASTM D 81
Zinc Oxide	ASTM D 79
Chrome Oxide Green	ASTM D 263
Carbon Black	ASTM D 561
Lampblack	ASTM D 209
Prussian Blue	ASTM D 261
Boiled Linseed Oil	ASTM D 260
Raw Linseed Oil	ASTM D 234
Pale Heat Bodied Linseed Oil	Fed Spec. TT-0-367
Alkyd Resin	Fed. Spec. TT-R-266
Mineral Spirit	ASTM D 235
Driers	ASTM D 600
Turpentine	ASTM D 13

709.2.4 Drier

These specifications cover both straight oil drier (material free from resins and "gums"), and Japan drier (material containing varnish "gums"). The drier shall be composed of lead manganese or cobalt, or a mixture of any of these elements, combined with a suitable fatty oil, with or without resins of "gums" and mineral spirits of turpentine, or a mixture of these solvents. The drier shall conform to the following requirements:

a. Appearance – Free from sediment and suspended matter.

b. Flash Point – (Tag close cup) not less than 300C.

c. Elasticity – The drier when flowed on metal and baked for 2 hours at 1000C shall have an elastic film.

d. Drying – It shall mix with pure raw linseed oil in the proportion of 1 volume of drier to 19 volumes of oil without curdling, and the resulting mixture when flowed on glass shall dry in not more than 18 hours.

e. Color – When mixed with pure, raw linseed oil in the proportion of 1 volume of drier to 8 volumes of oil, the resulting mixture shall be darker than a solution of 6 g of potassium dichromate in 13 cc of pure sulfuric acid (sp. gr. 1.84).

709.3 Proportion for Mixing

It is the intent of these Specifications to provide a paint of proper brushing consistency, which will not run, streak or sag and which will have satisfactory drying qualities.

709.3.1 Aluminum

Paint, Field Coats on Structural Steel The paint shall be mixed in the proportion of 0.242 kg of aluminum powder of paste per litre of vehicle of long oil

spar varnish producing a paint containing 21 mass percent pigment and 79 percent vehicle. The weighed amount of powder or paste shall be placed in a suitable mixing container and the measured volume of vehicle then poured over it. The paste or powder shall be incorporated in the paint by vigorous stirring with a paddle. The powder or paste will readily disperse in the vehicle. Before removing any paint from the container, the paint shall be thoroughly stirred to insure a uniform mixture and the paint shall be suitably stirred during the use. The amount of paint enough for one day's use only shall be mixed at one time.

When two field coats of aluminum paint are specified, the first coat shall be tinted with lampblack paste or Prussian blue paste in the quantity of 0.024 kg/L or more of paints. The exact quantity used shall be sufficient to give a contrast in color which can be readily distinguished. When three field coats of aluminum paint are specified the second coat shall be tinted.

709.3.2 Aluminum Paint, Field Coats on Creosoted Timber

This paint shall be mixed as specified for Aluminum Paint for Structural Steel except that the proportions shall be 0.272 kg of aluminum powder or paste per litre of vehicle.

Other paint composition may be used when and as stipulated in the Special Provisions.

709.4 Containers and Markings

All paints shall be shipped in strong, substantial containers plainly marked with mass, color and volume in litres of the paint content, a true statement of the percentage composition of the pigment, the proportions of the pigment to vehicle, the name and address of the manufacturers and the stencil of the authorized inspecting agency. Any package or container not so marked will not be accepted for use under this Specification.

V. ELECTRICAL WORKS

GENERAL NOTES:

All electrical works herein shall be done in accordance with the national

Building code, provisions of the latest approved Philippine electrical code, the laws and

Ordinances of the local code enforcing authorities and requirements of the local electric, telephone company and building administration requirements.

1. Contractor shall secure all wiring permit and all fees required for the works and furnish the owner the certificate of final electrical inspection

2. Contractor shall conduct earth ground test, wire insulation and load test upon completion of works,

3. Incase of discrepancy between plans and site condition, specifications & revisions changes, the contractor should immediately verify & consult to with the electrical engineer of the municipal engineering office (LGU Lingayen),

4. All location & mounting height are subject to approval of electrical engineer of LGU Lingayen,"

5. Contractor shall be responsible in the preparation of as-built plans duly signed and sealed by professional electrical engineer, and electronic autocad files,

6. Final lighting fixtures and wiring devices shall be approved by LGU Lingayen, representative engineer

7. Contractor shall be responsible for preparation of shop or construction drawing required by owner architech engineer, this includes devices and fixtures elevation,

8. Contractor shall visit site condition and include all cost necessary to complete the system at no cost to owner, including cost of coring service and expenses for the restoration of any damage affected civil architectural finishes or relocation of existing facilities on building,

9. Contractor shall locate all splicing boxes to accessible place or with access panels

10. Nominated contractor to verify all equipment to be installed or place within the building, and make an adjustment with the municipal engineer or municipal architect consent LGU Lingayen),

11. This drawings are diagramatic layout only, any materials and fittings not shown on this plans but needed to complete the system and operation shall be included with the contractor's scope of works.

12. All works shall be done under the direct supervision of license duly registered electrical engineer or registered master electrician.

13. Additional notes:

Use of mica shall be limited to 150mm maximum use of flexible metallic conduit shall be limited to 1m maximum provide proper conduit support, g.i. wires as support shall not be allowed provide double coat of rust protective paint (red oxide primer) on hangers and supports.

14. Power supply to the building shall be 230v, single phase, 3-wires, 60hz.

15. All materials to be used shall be new and approved type for purpose & location

16. Normal and emergency circuit shall not be combined in one raceway or conduit.

Receptacles for general use shall be duplex 20a, 250vac, ground type.

All wires should have a maximum load of 80 percent of wire ampacity.

Light switches minimum rating shall be 16a 230vac

All materials to be used shall be brand new and shall have the "p.s." marks

Mounting heights shall be as follows:

Light switches - 1.50m above floor finish

Convenience outlet - 0.45m above floor finish

Telephone outlet - 0.45m above floor finish

Panel board - 1.8m above floor finish

Conduit embedded within concrete wall shall have a minimum cement

Plastered of 20mm thick

All conduit pipe above ceiling should have independent hanger supports

All lighting fixtures should have independent hanger supports

All boxes shall be occupied only of 50 percent of wire volume

Voltage drop shall be limited to 2.5 from source to panel board as p.e.c

Requirement or acceptable to the laboratory equipment

Circuit breakers serving motors and lighting shall be industrial and commercial bolt-on type respectively with minimum of 10kaic.

All wires and cables shall be brand new and approved type.

All circuits shall be 3-wires for 1ø and shall be color coded as follows

Line 1 – black or red hot wire, line 2 – white or blue neutral wire, line 3 -

Green stripe green-yellow gray grounding wire.

Preferred distribution boards must be industrial type, bolt-on with 18kaic

Minimum unless otherwise specified

Use solderless connector, mechanical 1 pressure type copper lugs for

Connection of wires larger than 8mm².

Use filler compound, "scotch fill" or approved equal at sharp edges to provide smooth surface before taping with electrical tape.

VI. DOORS AND WINDOWS

W-1 Analok Fixed Glass Window (3.6m x 1.9m)

W-2 Analok Fixed Glass Window (1.4m x 2.8m)

D-1 (2.1m x 0.9m) Wood Panel Door

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 tarpulin, as shown in Annex "A," shall have the following specification:

Tarpaulin, white, 8ft x 8ft

Resolution: 70 dpi

Font : Helvetica

Font Size : Main Information - 3"

Sub-Information - I "

Font Color : Black

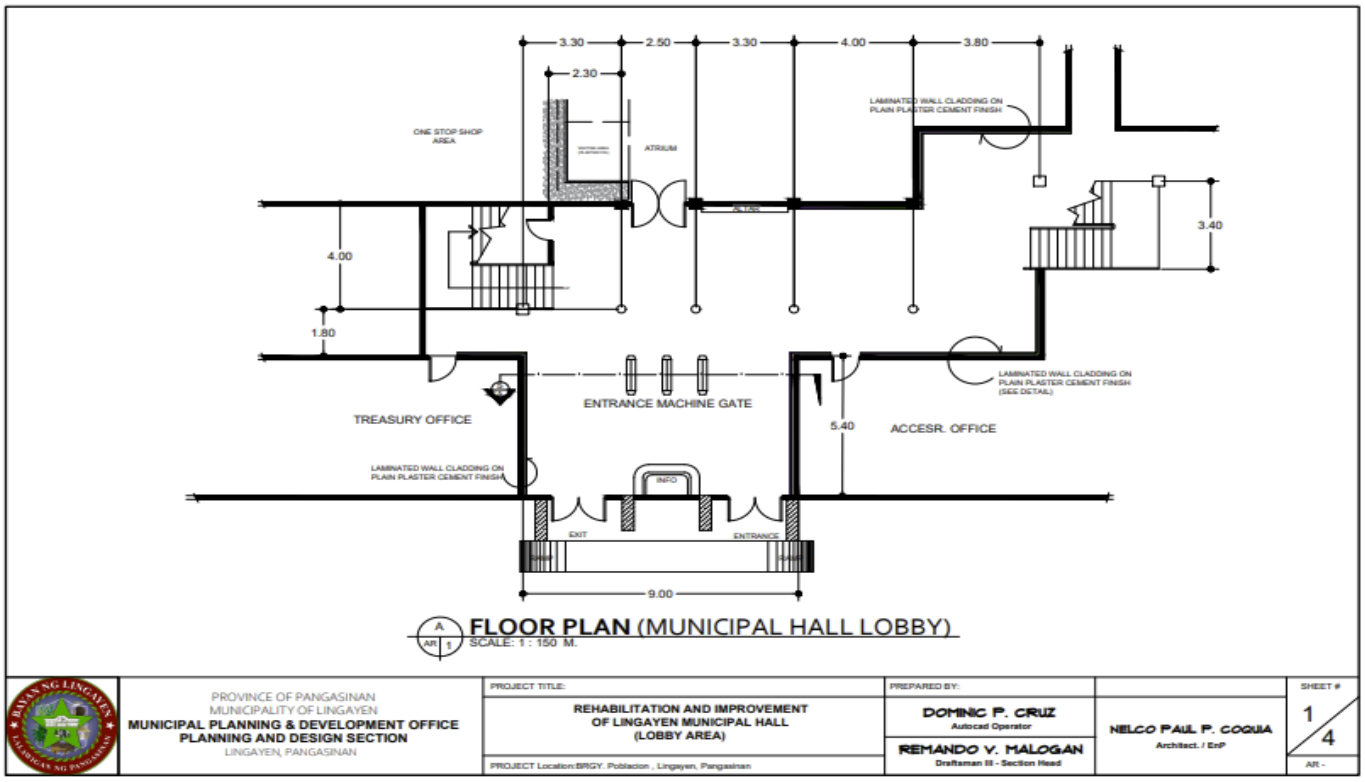
OCCUPANCY SAFETY & HEALTH PROGRAM

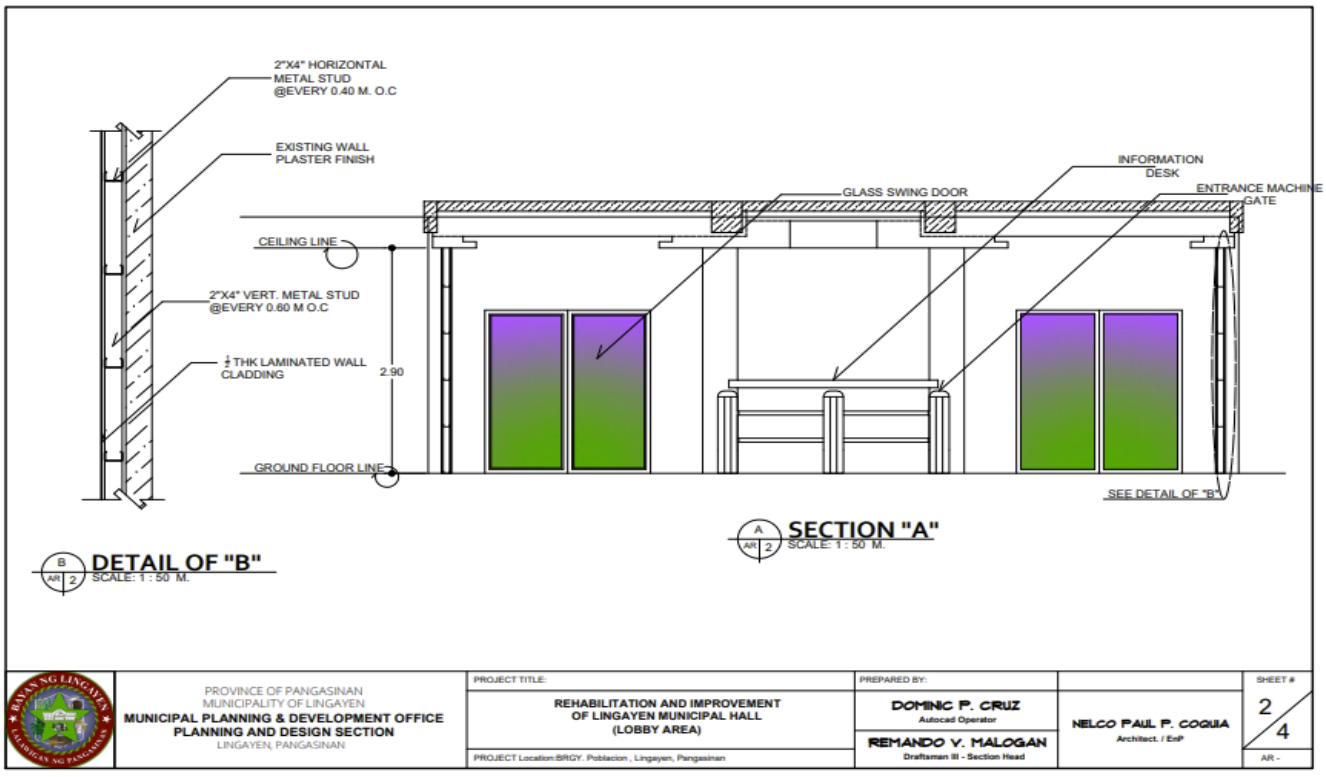
1. The Contractor shall provide and maintain throughout the duration of the Contract a medical room together with all necessary supplies to be sited in the Contractor's main area. The medical room shall be waterproof; it could be a building or room designated and used exclusively for the purpose. It 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 or shall employ permanently on the site a fully trained Medical Aide, who shall be engaged solely on medical duties.

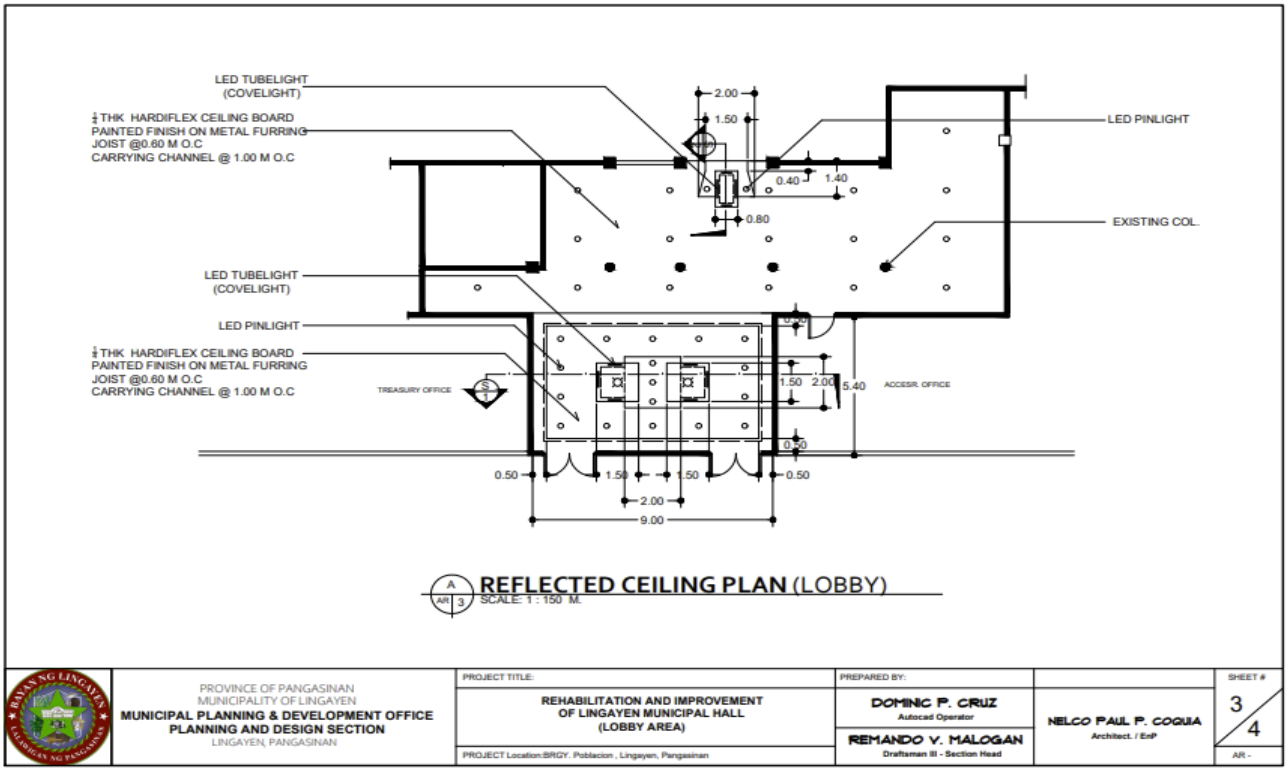
3. The location of the medical room and any other arrangements shall be made known to employees by posting on prominent locations suitable notices in the Site.

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

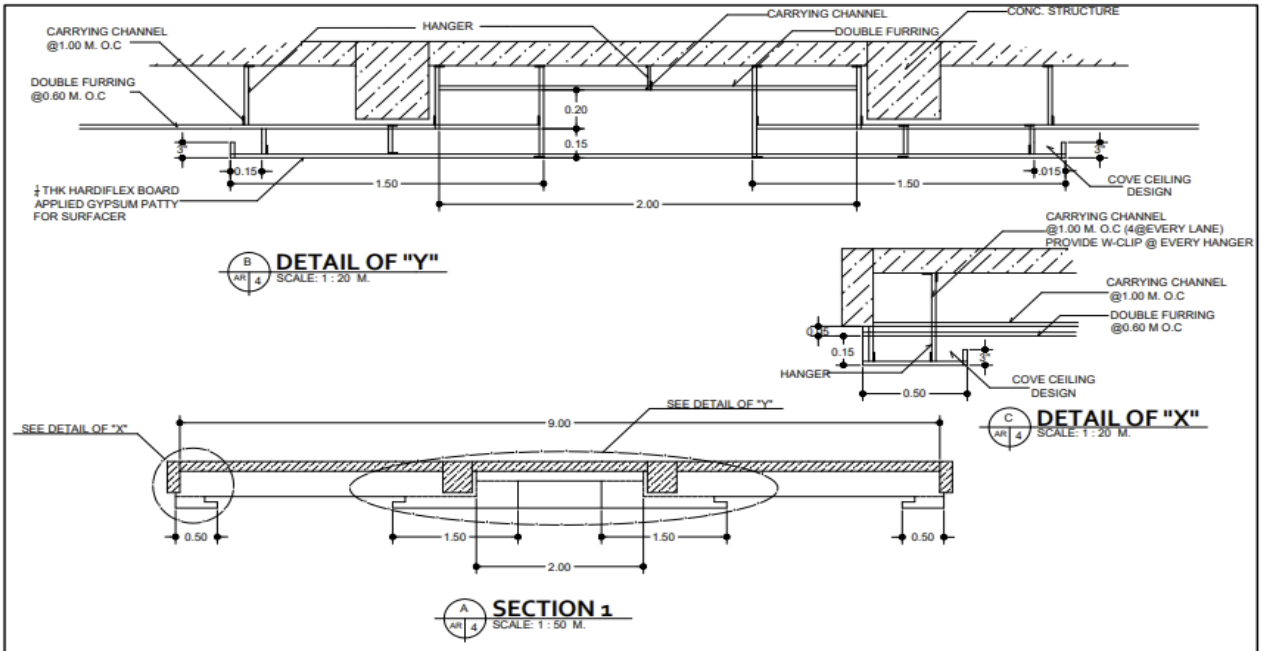






A AR 3 **REFLECTED CEILING PLAN** (LOBBY)
SCALE: 1 : 150 M.

PROVINCE OF PANGASINAN MUNICIPALITY OF LINGAYEN **MUNICIPAL PLANNING & DEVELOPMENT OFFICE** **PLANNING AND DESIGN SECTION** LINGAYEN, PANGASINAN	PROJECT TITLE: **REHABILITATION AND IMPROVEMENT OF LINGAYEN MUNICIPAL HALL (LOBBY AREA)** PROJECT Location:BRGY. Poblacion , Lingayen, Pangasinan	PREPARED BY: **DOMINIC P. CRUZ** Autocad Operator **REMANDO V. MALOGAN** Draftsman III - Section Head	**NELCO PAUL P. COQUIA** Architect. / EnP	SHEET # 3/4 AR -



B AR 4 **DETAIL OF "Y"**
SCALE: 1 : 20 M.

C AR 4 **DETAIL OF "X"**
SCALE: 1 : 20 M.

A AR 4 **SECTION 1**
SCALE: 1 : 50 M.

PROVINCE OF PANGASINAN MUNICIPALITY OF LINGAYEN **MUNICIPAL PLANNING & DEVELOPMENT OFFICE** **PLANNING AND DESIGN SECTION** LINGAYEN, PANGASINAN	PROJECT TITLE: **REHABILITATION AND IMPROVEMENT OF LINGAYEN MUNICIPAL HALL (LOBBY AREA)** PROJECT Location:BRGY. Poblacion , Lingayen, Pangasinan	PREPARED BY: **DOMINIC P. CRUZ** Autocad Operator **REMANDO V. MALOGAN** Draftsman III - Section Head	**NELCO PAUL P. COQUIA** Architect. / EnP	SHEET # 4/4 AR -

Section VIII. Bill of Quantities

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

Bill of Quantities

Concreting of Barangay Road (Phase I) at Barangay Baay, Lingayen, Pangasinan					
Item No.	Description	Qty.	Unit	Unit Price (Pesos)	Amount (Pesos)
PART A.	SURFACE COURSES				
I.	Demolition	1.00	Lot	In words:Pesos	In words:Pesos
PART B.	MASONRY WORKS				
II.	Masonry Works	10.76	Lot	In words:Pesos	In words:Pesos
PART C.	CARPENTRY WORKS				
III.	Carpentry Works	1.00	Lot	In words:Pesos	In words:Pesos
PART D.	PAINTING WORKS				
IV.	Painting Works	1.00	Lot	In words:Pesos	In words:Pesos
PART E.	ELECTRICAL WORKS				
V.	Electrical Works	1.00	Lot	In words:Pesos	In words:Pesos

PART F.	DOORS AND WINDOWS					
VI.	Doors and Windows	1.00	Lot	In words:Pesos	In words:Pesos	
PART G.	OTHER GENERAL REQUIREMENTS					
VII.	Project Billboards	1.00	Lot	In words:Pesos	In words:Pesos	
VII.	Occupational Safety and Health Program	1.00	Lot	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 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]