BIDDING DOCUMENTS

FOR THE

REHABILITATION OF MULTI-PURPOSE AUDITORIUM AT BARANGAY DULAG, LINGAYEN, PANGASINAN

MUNICIPALITY OF LINGAYEN

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Glossary of Terms, Abbreviations, and Acronyms

ABC –Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project –Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

Invitation to Bid for *the REHABILITATION OF MULTI-PURPOSE AUDOTORIUM AT BARANGAY DULAG, LINGAYEN, PANGASINAN*

The ***Local Government Unit (LGU) of Lingayen*** through the General Fund – Supplemental Budget *20% Development Fund* intends to apply the sum of ***Five Hundred Thousand Pesos (P 500,000.00) Only*** being the Approved Budget for the Contract (ABC) to payments under the contract for *the* ***REHABILITATION OF MULTI-PURPOSE AUDITORIUM A BARANGAY DULAG, LINGAYEN, PANGASINAN with Purchase Request no. 100-21-09-349.*** 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 15, 2021 – November 11, 2021***from the BAC Office, Municipal Hall Building, Lingayen, Pangasinan*and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of* ***Five Hundred Pesos (P 500.00)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 *October 29, 2021, 10:00 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 10:00 in the morning November 11, 2021. Late bids shall not be accepted.

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

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

The ***Local Government Unit of Lingayen*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

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

You may visit the following websites:

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

October 14, 2021
Date of Issue

JOAN JUDE R. LOPEZ, LLB, MBM
BAC Chairperson

Section II. Instructions to Bidders (ITB)

1. Scope of Bid

The Procuring Entity, *the Local Government Unit of Lingayen* invites Bids for ***Rehabilitation of Multi-Purpose Auditorium at Barangay Dulag, Lingayen, Pangasinan with Purchase Request No. 100-21-09-349.***

The Procurement Project (referred to herein as "Project") is for ***Rehabilitation of Multi-Purpose Auditorium at Barangay Dulag, 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 *Five Hundred Thousand Pesos (P 500,000.00) Only*.

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

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive

practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

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

6. Bidder's Responsibilities

6.1 The Bidder is responsible for the following:

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

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

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

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

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

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

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

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

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

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

7. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

8. Subcontracts

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

9. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference is on October 29, 2021, 10:00 in the morning at Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan.

10. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

11. Documents Comprising the Bid: Eligibility and Technical Components

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

11.2 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11.3A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

11.4.A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

11.5A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

12. Documents Comprising the Bid: Financial Component

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

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

13. Alternative Bids

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

14. Bid Prices

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

15. Bid and Payment Currencies

15.1Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

15.2Payment of the contract price shall be made in:

a. Philippine Pesos.

16. Bid Security

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

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

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

17. Sealing and Marking of Bids

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

Bidders shall enclose the original copy of their technical documents in one long brown envelope marked "ORIGINAL – TECHNICAL DOCUMENTS", and shall do the same to

the original copy of the financial components of their bid ; marked "ORIGINAL – FINANCIAL DOCUMENTS" on a long brown envelope as well. These two brown envelopes shall be sealed in a long brown envelope marked "**ORIGINAL BID**".

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

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

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

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

All envelopes (long brown and expanding) shall:

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

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

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

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

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

18. Deadline for Submission of Bids

The deadline of submission of Bids is on November 11, 2021 at exactly 10:00 in the morning. Only manual submission of Bids is allowed.

19. Opening and Preliminary Examination of Bids

19.1 The BAC shall open the Bids in public on ***November 11, 2021, after the closing time of the submission of bids at Municipal Conference Hall, 2nd Floor, Municipal Hall Building, Lingayen, Pangasinan***. The Bidders' authorize representatives who are present must present their Special Power of Attorney (SPA) and shall sign a register evidencing their attendance.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

20. Detailed Evaluation and Comparison of Bids

20.1 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

20.2 If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

20.3 In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

21. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

22. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet (BDS)

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Bid Data Sheet

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

Part A. General Works
I . Aggregate Base Course
II. Concrete Works
Part B. Other General Requirements
III. Project Billboards
IV. Construction Health and Safety</td></tr>
<tr><td>7.1</td><td>Sub-contracting is not allowed</td></tr>
<tr><td>10.3</td><td>PCAB, DTI, Mayor’s Permit</td></tr>
<tr><td>10.4</td><td>The contractor shall employ the following Key Personnel
Key Personnel General Experience Relevant Experience
Construction Foreman 5 years Vertical & Horizontal Projects
Skilled Laborer
Unskilled Laborer
Safety Officer/ First Aider</td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:

<table>
<tr><u>Equipment</u></td><td><u>Capacity</u></td><td><u>No. of units</u></td></tr>
<tr><td>Concrete Mixer</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Concrete Vibrator</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Plate Compactor</td><td>N/A</td><td>one (1)</td></tr>
<tr><td>Rebar Cutter</td><td>N/A</td><td>one (1)</td></tr>
</table></td></tr>
<tr><td>12</td><td>Value Engineering clause not included. Alternative bids shall not be included.</td></tr>
<tr><td>15.1</td><td>The bid security shall be in the form of any of the following forms and amounts:
a. The amount of not less than Ten Thousand Pesos (P10,000.00) Only(two percent (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;

b. The amount of not less than Twenty-five Thousand Pesos (P 25,000.00) 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 **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 : Rehabilitation of Multi-Purpose Auditorium

Location: Brgy. Dulag, Lingayen, Pangasinan

APPROVED TECHNICAL SPECIFICATION

ITEM 201 – AGGREGATE BASE COURSE

201.1 Description

This Item shall consist of furnishing, placing and compacting an aggregate base course on a prepared subgrade/subbase in accordance with this Specification, and the lines, grades, thickness and typical cross-sections shown on the Plans, or as established by the Engineer.

201.2 Material Requirements

Aggregate for base course shall consist of hard, durable particles or fragments of crushed stone, crushed slag, crushed or natural gravel, and filler of natural or crushed sand, other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable base.

In some areas where the conventional base course materials are scarce or non-available, the use of 40% weathered limestone blended with 60% crushed stones or gravel shall be allowed, provided that the blended materials meet the requirements of this Item.

The base course material shall conform to Table 201.1, whichever is called for in the Bill of Quantities.

Table 201.1 – Grading Requirements

Sieve Designation		Mass Percent Passing	
Standard, mm	Alternate US Standard	Grading A	Grading B
50	2”	100	
37.5	1-1/2”	-	100
25.0	1”	60 – 85	-
19.0	¾”	-	60 – 85
12.5	½”	35 – 65	-
4.75	No. 4	20 – 50	30 – 55
0.425	No. 40	5 – 20	8 – 25
0.075	No. 200	0 – 12	2 – 14

The fraction passing the 0.075 mm (No. 200) sieve shall not be greater than 0.66 (two thirds) of the fraction passing the 0.425 mm (No. 40) sieve.

The fraction passing the 0.425 mm (No. 40) sieve shall have a liquid limit not greater than 25 and plasticity index not greater than 6 as determined by AASHTO T 89 and T 90, respectively.

The coarse portion, retained on a 2.00 mm (No. 10) sieve shall have a mass percent of wear not exceeding 50 by the Los Angeles Abrasion test determined by AASHTO T 96.

The material passing the 19 mm (3/4 inch) sieve shall have a soaked CBR value of not less than 80% as determined by AASHTO T 193. The CBR value shall be obtained at the maximum dry density (MDD) as determined by AASHTO T 180, Method D.

If filler, in addition to that naturally present, is necessary for meeting the grading requirements or for satisfactory bonding, it shall be uniformly blended with the base course material on the road or in a pugmill unless otherwise specified or approved. Filler shall be taken from sources approved by the Engineer, free from hard lumps and shall not contain more than 15 percent of material retained on the 4.75 mm (No. 4) sieve.

201.3 Construction Requirements

201.3.1 Preparation of Existing Surface

The existing surface shall be graded and finished as provided under Item 105, Subgrade Preparation, before placing the base material.

201.3.2 Placing

It shall be in accordance with all the requirements of Subsection 200.3.2, Placing.

201.3.3 Spreading and Compacting

It shall be in accordance with all the requirements of Subsection 200.3.3, Spreading and Compacting.

201.3.4 Trial Sections

Trial sections shall conform in all respects to the requirements specified in Subsection 200.3.4.

201.3.5 Tolerances

The aggregate base course shall be laid to the designed level and transverse slopes shown on the Plans. The allowable tolerances shall be in accordance with following:

Permitted variation from design THICKNESS OF LAYER	± 10 mm
Permitted variation from design LEVEL OF SURFACE	+ 5 mm -10 mm
Permitted SURFACE IRREGULARITY Measured by 3-m straight-edge	5 mm
Permitted variation from design CROSSFALL OR CAMBER	± 0.2%
Permitted variation from design LONGITUDINAL GRADE over 25 m in length	± 0.1%

201.4 Method of Measurement

Aggregate Base Course will be measured by the cubic meter (m3). The quantity to be paid for shall be the design volume compacted in-place as shown on the Plans and accepted in the completed course. No allowance will be given for materials placed outside the design limits shown on the crosssections. Trial sections shall not be measured separately but shall be included in the quantity of subbase herein measured.

200.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 200.4, shall be paid for at the contract unit price for Aggregate Subbase Course which price and payment shall be full compensation for furnishings and placing all materials,

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

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
200	Aggregate Subbase Course	Cubic Meter

ITEM 405 – STRUCTURAL CONCRETE

405.1 Description

405.1.1 Scope

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

405.1.2 Classes and Uses of Concrete

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

The classes of concrete will generally be used as follows:

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

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

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

Class P – Prestressed concrete structures and members.

Seal – Concrete deposited in water.

405.2 Material Requirements

405.2.1 Portland Cement

It shall conform to all the requirements of Subsection 311.2.1.

405.2.2 Fine Aggregate

It shall conform to all the requirements of Subsection 311.2.2.

405.2.3 Coarse Aggregate

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

Table 405.1 – Grading Requirements for Coarse Aggregate

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

* The measured cement content shall be within plus (+) or minus (-) 2 mass percent of the design cement content.

405.2.4 Water

It shall conform to the requirements of Subsection 311.2.4.

405.2.5 Reinforcing Steel

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

405.2.6 Admixtures

Admixtures shall conform to the requirements of Subsection 311.2.7

405.2.7 Curing Materials

Curing materials shall conform to the requirements of Subsection 311.2.8.

405.2.8 Expansion Joint Materials

Expansion joint materials shall be:

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

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

3. Preformed Fillers, conforming to AASHTO M 213.

405.2.9 Elastomeric Compression Joint Seals

These shall conform to AASHTO M 220.

405.2.10 Elastomeric Bearing Pads

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

405.2.11 Storage of Cement and Aggregates

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

405.3 Sampling and Testing of Structural Concrete

As work progresses, at least one (1) sample consisting of three (3) concrete cylinder test specimens, 150 x 300 mm, shall be taken from each seventy five (75) cubic meters of each class of concrete or fraction thereof placed each day.Compliance with the requirements of this Section shall be determined in accordance with the following standard methods of AASHTO:

Sampling of fresh concrete	T 141
Weight per cubic metre and air content (gravi-metric) of concrete	T 121
Sieve analysis of fine and coarse aggregates	T 27
Slump of Portland Cement Concrete	T 119
Specific gravity and absorption of fine aggregate	T 84

Tests for strength shall be made in accordance with the following:

Making and curing concrete compressive and flexural tests specimens in the field	T 23
Compressive strength of molded concrete Cylinders	T 22

405.4 Production Requirements

405.4.1 Proportioning and Strength of Structural Concrete

The concrete materials shall be proportioned in accordance with the requirements for each class of concrete as specified in Table 405.2, using the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1. “Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete”. Other methods of proportioning may be employed in the mix design with prior approval of the Engineer. The mix shall either be designed or approved by the Engineer. A change in the source of materials during the progress of work may necessitate a new mix design.

The strength requirements for each class of concrete shall be as specified in Table 405.2.

Table 405.2 - Composition and Strength of Concrete for Use in Structures

Class of Concrete	Minimum Cement Content Per m^3 40kg/ (bag**)	Maximum Water/ Cement Ratio kg/kg	Consistency Range in Slump mm	Designated Size of Coarse Aggregate Square Opening Std. mm	Minimum Compressive Strength of 150x300 mm Concrete Cylinder Specimen at 28 days, MN/m^2
A	364 (9.1 bags)	0.53	50 – 100	37.5 – 4.75 (1-1/2" – No. 4)	20.7
B	320 (8 bags)	0.58	50 – 100	50 – 4.75 (2" – No. 4)	16.5
C	380 (9.5 bags)	0.55	50 – 100	12.5 – 4.75 (1/2" – No. 4)	20.7
P	440 (11 bags)	0.49	100 max.	19.0 – 4.75 (3/4" – No. 4)	37.7
Seal	380 (9.5 bags)	0.58	100 – 200	25 – 4.75 (1" – No. 4)	20.7

* The measured cement content shall be within plus or minus 2 mass percent of the design cement content.

** Based on 40 kg/bag

405.4.2 Consistency

Concrete shall have a consistency such that it will be workable in the required position. It shall be of such a consistency that it will flow around reinforcing steel but individual particles of the coarse aggregate when isolated shall show a coating of mortar containing its proportionate amount of sand. The consistency of concrete shall be gauged by the ability of the equipment to properly place it and not by the difficulty in mixing and transporting. The quantity of mixing water shall be determined by the Engineer and shall not be varied without his consent. Concrete as dry as it is practical to place with the equipment specified shall be used.

405.4.3 Batching

Measuring and batching of materials shall be done at a batching plant.

1. Portland Cement

Either sacked or bulk cement may be used. No fraction of a sack of cement shall be used in a batch of concrete unless the cement is weighed. All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper shall be properly sealed and vented to preclude dusting operation. The discharge chute shall not be suspended from the weighing hopper and shall be so arranged that cement will neither be lodged in it nor leak from it.

Accuracy of batching shall be within plus (+) or minus (-) 1 mass percent.

2. Water

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not more than 1 percent.

3. Aggregates

Stockpiling of aggregates shall be in accordance with Subsection 311.2.10. All aggregates whether produced or handled by hydraulic methods or washed, shall be stockpiled or binned for draining for at least 12 hours prior to batching. Rail shipment requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage. If the aggregates contain high or non-uniform moisture content, storage or stockpile period in excess of 12 hours may be required by the Engineer.Batching shall be conducted as to result in a two (2) mass percent maximum tolerance for the required materials.

4. Bins and Scales

The batching plant shall include separate bins for bulk cement, fine aggregate and for each size of coarse aggregate, a weighing hopper, and

scales capable of determining accurately the mass of each component of the batch.

Scales shall be accurate to one-half (0.5) percent throughout the range used.

5. Batching

When batches are hauled to the mixer, bulk cement shall be transported either in waterproof compartments or between the fine and coarse aggregate. When cement is placed in contact with moist aggregates, batches will be rejected unless mixed within 1-1/2 hours of such contact. Sacked cement may be transported on top of the aggregates.

Batches shall be delivered to the mixer separate and intact. Each batch shall be dumped cleanly into the mixer without loss, and, when more than one batch is carried on the truck, without spilling of material from one batch compartment into another.

6. Admixtures

The Contractor shall follow an approved procedure for adding the specified amount of admixture to each batch and will be responsible for its uniform operation during the progress of the work. He shall provide separate scales for the admixtures which are to be proportioned by weight, and accurate measures for those to be proportioned by volume. Admixtures shall be measured into the mixer with an accuracy of plus or minus three (3) percent.

The use of Calcium Chloride as an admixture will not be permitted.

405.4.4 Mixing and Delivery

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

In exceptional cases and when volumetric measurements are authorized, for small project requiring less than 75 cu.m. per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition of the aggregates, including the bulking effect in the fine aggregate. Batching and mixing shall be in accordance with ASTM C 685, Section 6 through 9.

Concrete mixing, by chute is allowed provided that a weighing scales for determining the batch weight will be used.

For batch mixing at the site of construction or at a central point, a batch mixer of an approved type shall be used. Mixer having a rated capacity of less than a one-bag batch shall not be used. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity as shown on the manufacturer's standard rating plate on the mixer except that an overload up to 10 percent above the mixer's nominal capacity may be permitted, provided concrete test data for strength, segregation, and uniform consistency are satisfactory and provided no spillage of concrete takes place. The batch shall be so charge into the drum that a portion of the water shall enter in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Mixing time shall be measured from the time all materials, except water, are in the drum. Mixing time shall not be less than 60 seconds for mixers having a capacity of 1.5 m 3 or less. For mixers having a capacity greater than 1.5m3 , the mixing time shall not be less than 90 seconds. If timing starts, the instant the skip reaches its maximum raised position, 4 seconds shall be added to the specified mixing time. Mixing time ends when the discharge chute opens.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate on the mixer. Any concrete mixed less than the specified time shall be discarded and disposed off by the Contractor at his own expenses.

The timing device on stationary mixers shall be equipped with a bell or other suitable warning device adjusted to give a clearly audible signal each time the lock is released. In case of failure of the timing device, the Contractor will be permitted to continue operations while it is being repaired, provided he furnishes an approved timepiece equipped with minute and second hands. If the timing device is not placed in good working order within 24 hours, further use of the mixer will be prohibited until repairs are made.

Retempering concrete will not be permitted. Admixtures for increasing the workability, for retarding the set, or for accelerating the set or improving the pumping characteristics of the concrete will be permitted only when specifically provided for in the Contract, or authorized in writing by the Engineer.

1. Mixing Concrete:

General Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

All concrete shall be mixed in mechanically operated mixers. Mixing plant and equipment for transporting and placing concrete shall be arranged with an ample auxiliary installation to provide a minimum supply of concrete in case of breakdown of machinery or in case the normal supply of concrete is disrupted. The auxiliary supply of concrete shall be sufficient to complete the casting of a section up to a construction joint that will meet the approval of the Engineer.

Equipment having components made of aluminum or magnesium alloys, which would have contact with plastic concrete during mixing, transporting or pumping of Portland Cement concrete, shall not be used.

Concrete mixers shall be equipped with adequate water storage and a device of accurately measuring and automatically controlling the amount of water used.

Materials shall be measured by weighing. The apparatus provided for weighing the aggregates and cement shall be suitably designed and

constructed for this purpose. The accuracy of all weighing devices except that for water shall be such that successive quantities can be measured to within one (1) percent of the desired amounts. The water measuring device shall be accurate to plus or minus 0.5 mass percent. All measuring devices shall be subject to the approval of the Engineer. Scales and measuring devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cut-off shall not vary from the weight designated by the Engineer more than one (1) mass percent for cement, one and a half (1-1/2) mass percent for any size of aggregate, or one (1) mass percent for the total aggregate in any batch.

2. Mixing Concrete at Site

Concrete mixers may be of the revolving drum or the revolving blade type and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. The pick-up and throw-over blades of mixers shall be restored or replaced when any part or section is worn 20 mm or more below the original height of the manufacturer’s design. Mixers and agitators which have an accumulation of hard concrete or mortar shall not be used.

When bulk cement is used and volume of the batch is 0.5 m 3 or more, the scale and weigh hopper for Portland Cement shall be separate and distinct from the aggregate hopper or hoppers. The discharge mechanism of the bulk cement weigh hopper shall be interlocked against opening before the full amount of cement is in the hopper. The discharging mechanism shall also be interlocked against opening when the amount of cement in the hopper is underweight by more than one (1) mass percent or overweight by more than three (3) mass percent of the amount specified.

When the aggregate contains more water than the quantity necessary to produce a saturated surface dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregate. All water shall be in the drum by the end of the first quarter of the specified mixing time.

Cement shall be batched and charged into the mixer so that it will not result in loss of cement due to the effect of wind, or in accumulation of cement on surface of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cement in the concrete mixture.

The entire content of a batch mixer shall be removed from the drum before materials for a succeeding batch are placed therein. The materials composing a batch except water shall be deposited simultaneously into the mixer.

All concrete shall be mixed for a period of not less than 1-1/2 minutes after all materials, including water, are in the mixer. During the period of mixing, the mixer shall operate at the speed for which it has been designed.

Mixers shall be operated with an automatic timing device that can be locked by the Engineer. The time device and discharge mechanics shall be so interlocked that during normal operation no part of the batch will be charged until the specified mixing time has elapsed.

The first batch of concrete materials placed in the mixer shall contain a sufficient excess of cement, sand, and water to coat inside of the drum without reducing the required mortar content of the mix. When mixing is

to cease for a period of one hour or more, the mixer shall be thoroughly cleaned.

3. Mixing Concrete at Central Plant

Mixing at central plant shall conform to the requirements for mixing at the site.

4. Mixing Concrete in Truck

Truck mixers, unless otherwise authorized by the Engineer, shall be of the revolving drum type, water-tight, and so constructed that the concrete can be mixed to insure a uniform distribution of materials throughout the mass. All solid materials for the concrete shall be accurately measured and charged into the drum at the proportioning plant. Except as subsequently provided, the truck mixer shall be equipped with a device by which the quantity of water added can be readily verified. The mixing water may be added directly to the batch, in which case a tank is not required. Truck mixers may be required to be provided with a means of which the mixing time can be readily verified by the Engineer.

The maximum size of batch in truck mixers shall not exceed the minimum rated capacity of the mixer as stated by the manufacturer and stamped in metal on the mixer. Truck mixing, shall, unless otherwise directed be continued for not less than 100 revolutions after all ingredients, including water, are in the drum. The mixing speed shall not be less than 4 rpm, nor more than 6 rpm.

Mixing shall begin within 30 minutes after the cement has been added either to the water or aggregate, but when cement is charged into a mixer drum containing water or surface wet aggregate and when the temperature is above 32oC, this limit shall be reduced to 15 minutes. The limitation in time between the introduction of the cement to the aggregate and the beginning of the mixing may be waived when, in the judgement of the Engineer, the aggregate is sufficiently free from moisture, so that there will be no harmful effects on the cement.

When a truck mixer is used for transportation, the mixing time specified in Subsection 405.4.4 (3) at a stationary mixer may be reduced to 30 seconds and the mixing completed in a truck mixer. The mixing time in the truck mixer shall be as specified for truck mixing.

5. Transporting Mixed Concrete

Mixed concrete may only be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturers of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable point for adequate placement and consolidation in place.

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity. They shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point.

The rate of discharge of mixed concrete from truck mixers or agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within one hour, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 30oC, or above, a time less than one hour will be required.

6. Delivery of Mixed Concrete

The Contractor shall have sufficient plant capacity and transportation apparatus to insure continuous delivery at the rate required. The rate of delivery of concrete during concreting operations shall be such as to provide for the proper handling, placing and finishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be such as will facilitate placing of the minimum handling.

405.5 Method of Measurement

The quantity of structural concrete to be paid for will be the final quantity placed and accepted in the completed structure. No deduction will be made for the volume occupied by pipe less than 100 mm in diameter or by reinforcing steel, anchors, conduits, weep holes or expansion joint materials.

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 SAFETY & HEALTH PROGRAM

B.2 MEDICAL ROOM AND FIRST AID FACILITIES

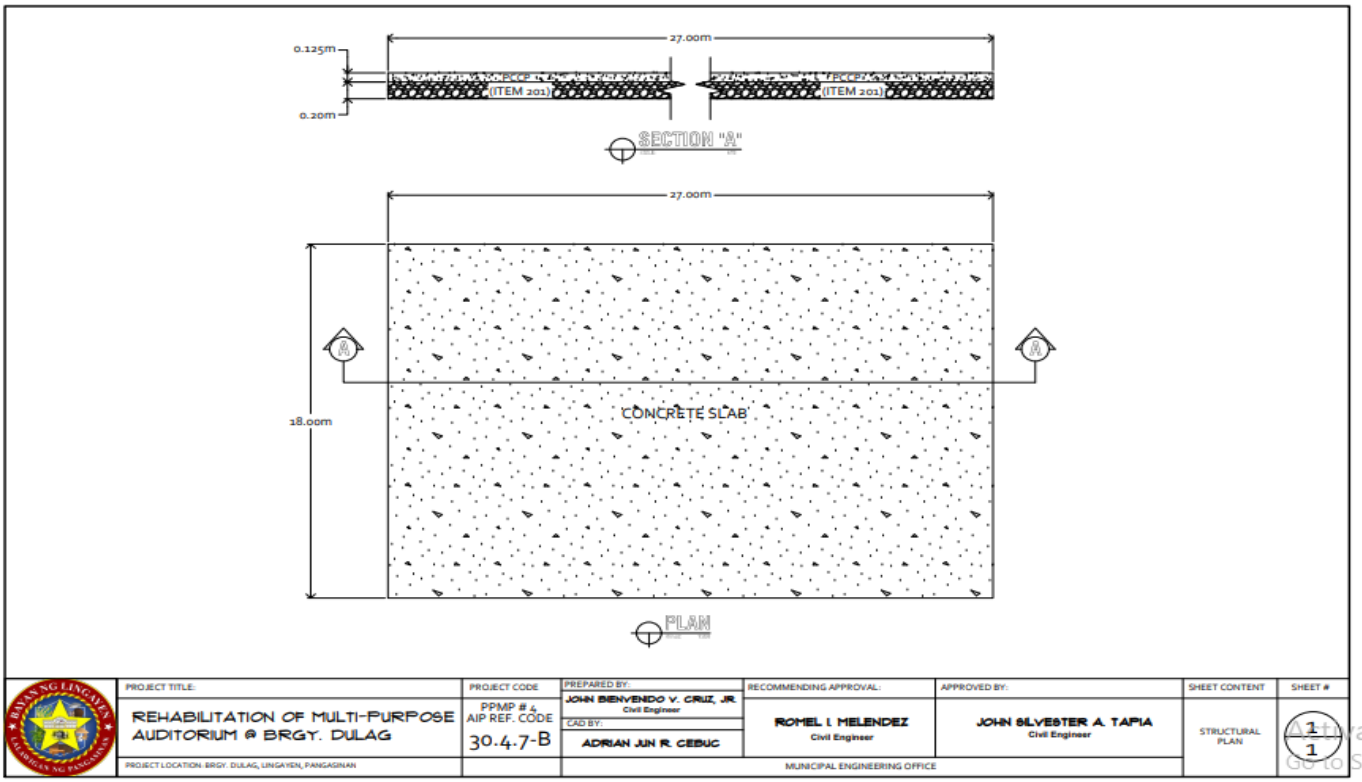
1. The Contractor shall provide and maintain throughout the duration of the Contract a medical room together with all necessary supplies to be sited in the Contractor's main area. The medical room shall be waterproof; it could be a building or room designated and used exclusively for the purpose. It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



Section VIII. Bill of Quantities

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

Bill of Quantities

Rehabilitation of Multi-Purpose Auditorium at Barangay Dulag, Lingayen, Pangasinan

Item No.	Description	Qty.	Unit	Unit Price (Pesos)	Amount (Pesos)
PART A.	GENERAL WORKS				
I.	Aggregate Base Course	106.92	Cu.m.	In words:Pesos	In words:Pesos
II.	Concrete Works	60.75	Cu.m.	In words:Pesos	In words:Pesos
PART B.	REINFORCING STEEL AND WIRE ROPE				
III.	Reinforcing Steel & Wire Rope	1.00	lot	In words:Pesos	In words:Pesos
IV.	Construction Health and Safety	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]