# BIDDING DOCUMENTS

**FOR THE**

# REHABILITATION OF ROOFING AND GUTTER AT LINGAYEN PUBLIC MARKET, BARANGAY POBLACION

MUNICIPALITY OF LINGAYEN

**Sixth Edition**
**July 2020**

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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 ROOFING AND GUTTER AT LINGAYEN PUBLIC MARKET, BARANGAY POBLACION*

The ***Local Government Unit (LGU) of Lingayen*** through the General Fund- Capital Outlay intends to apply the sum of ***Five Hundred Thousand Pesos (P500,000.00) only*** being the Approved Budget for the Contract (ABC) to payments under the contract for *the* ***REHABILITATION OF ROOFING AND GUTTER AT LINGAYEN PUBLIC MARKET, BARANGAY POBLACION*** ***with Purchase Request no. 100-25-12-839.*** 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 ***January 9, 2026 – February 4, 2026 from*** the BAC Office, Municipal Hall Building, Lingayen, Pangasinan *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of* ***Five Hundred Pesos (P500.00) Only.*** The Bidder or authorize representative shall present its proof of payment for the fees personally to the BAC Office before Bidding Documents will be released.

The ***Local Government Unit of Lingayen*** will hold a Pre-Bid Conference on *January 22, 2026, 9:30 in the morning* at *Municipal Conference Room, Municipal Hall, Building, Lingayen, Pangasinan.* Prospective bidders are highly encouraged to attend the Pre- Bid Conference.

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 9:00 in the morning, February 4, 2026. 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 **February 4, 2026**, *after the closing time of the submission of bids*. Bids will be opened in the presence of the bidders' representatives and observers who choose to attend the activity.

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

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

For further information, please refer to:

SHARON S. SISON
BAC Secretary
LGU Lingayen
Barangay Poblacion
Lingayen, Pangasinan

You may visit the following websites:

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

*January 9, 2026*
*Date of Issue*

**ATTY. NEPTHALIE D. PASILIAO**
BAC Chairperson

# *Section II. Instructions to Bidders (ITB)*

## 1. Scope of Bid

The Procuring Entity, *the Local Government Unit of Lingayen* invites Bids for **the *REHABILITATION OF ROOFING AND GUTTER AT LINGAYEN PUBLIC MARKET, BARANGAY POBLACION* *with Purchase* Request No. 100-25-12-839.**

The Procurement Project (referred to herein as "Project") is for the *Rehabilitation of Roofing and Gutter* as described in Section VI (Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2025* in the amount of *Five Hundred Thousand Pesos (P500,000.00) Only*.

2.2. The source of funding is: General Fund – Capital Outlay

## 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.

6.6 The D.T.I., Mayor's Permit and BIR Certificate of Registration should be consistent with regards to the line of business for the particular procurement they are joining.

## 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 ***January 22, 2026, 9:30*** 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**. **The contractor shall undertake to utilize one key personnel for each project in case the bidder has awarded more than one (1) infrastructure project the contractor will undertake to utilize a distinct and separate key personnel for each project.**

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

## 12. Documents Comprising the Bid: Financial Component

12.1The 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 a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **Bid Data Sheet (BDS)**, which shall be not less than the percentage of the ABC in accordance with the following schedule.

| Form of Bid Security | Amount of Bid Security<br><br>(Not Less than the Percentage of the ABC) |
|---|---|
| a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.<br><br>*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.<br><br>*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%) |

16.2The 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

All submitted documents (both original and copy) shall bear the signature or initials of the authorized representative on every page as proof of its authenticity. In addition, each document must be stamped "Certified True Copy" (for original copy) or "Certified Photo Copy"(for reproduced copy), as applicable.

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 DOCUMENTS" and "COPY – FINANCIAL DOCUMENTS" 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, sealed and signed.

These two long brown envelopes (ORIGINAL BID and COPY) shall now be enclosed in one final expanding envelope (any color) properly marked and sealed with affixed signature of bidder.

All envelopes (long brown envelope and long expanding envelope (any color)) 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.

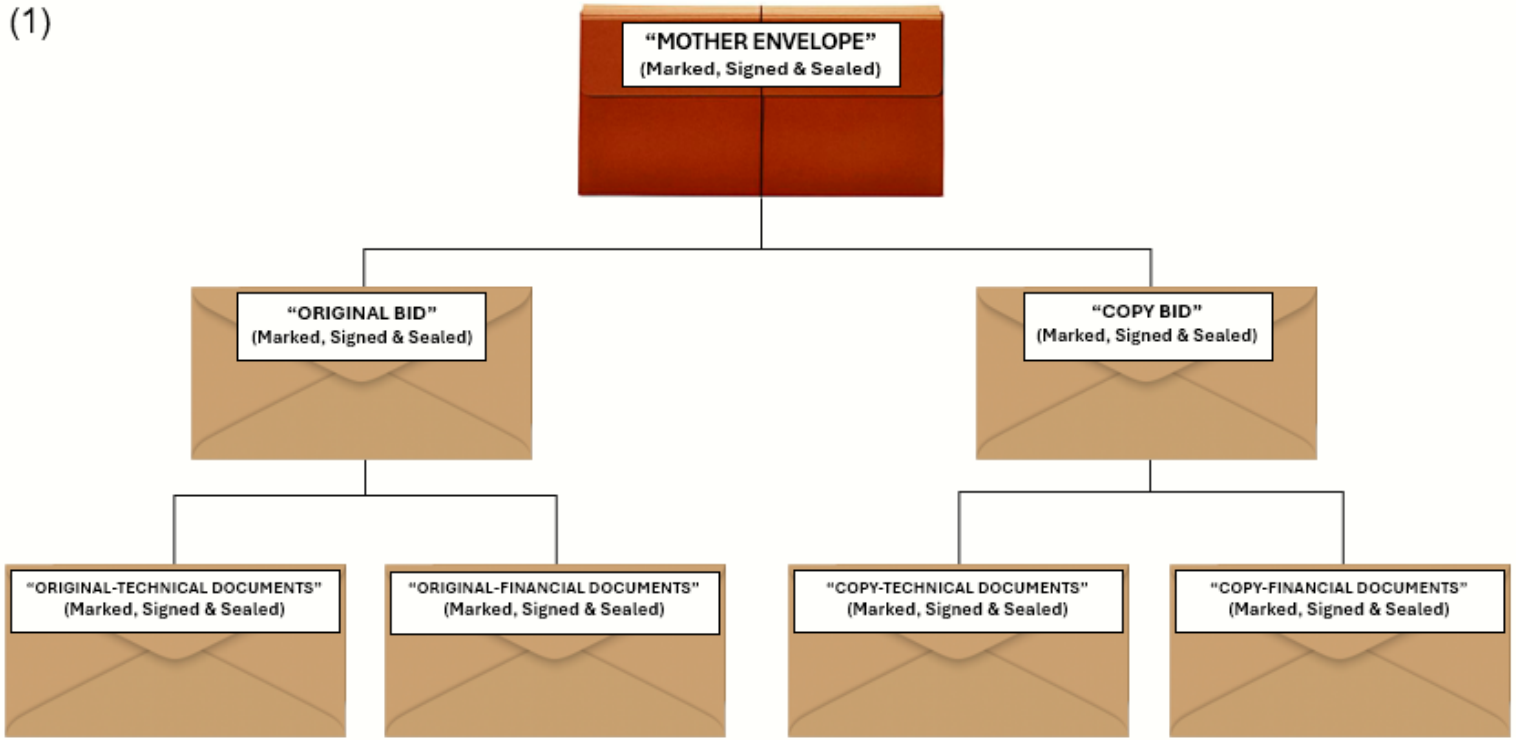
e) indicate the Philgeps Reference Number of the project;

f) have all documents listed in the checklist provided with index tabs for easy reference; and

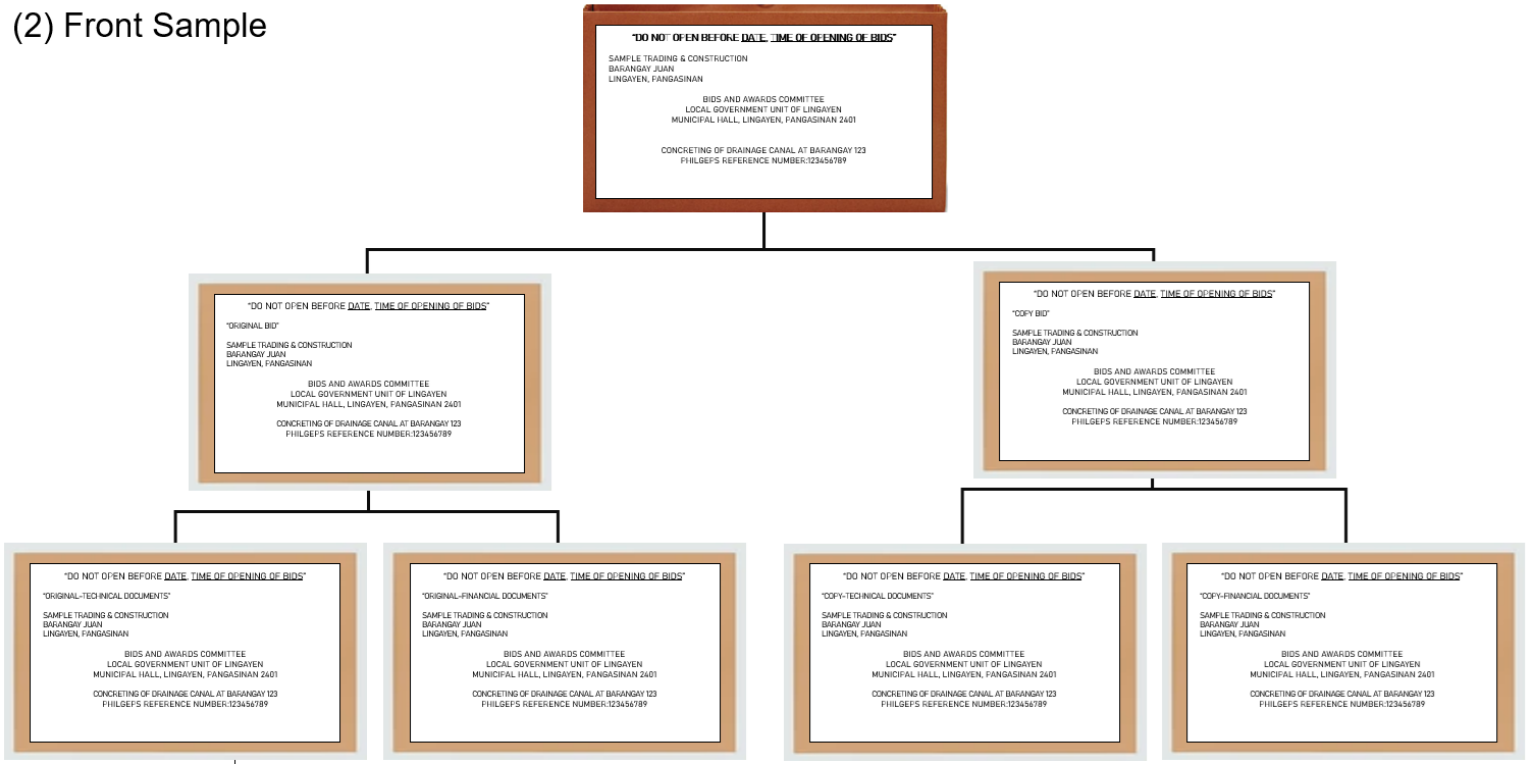
g) contain no erasures

***Failure to observe the proper sealing and marking of bids may be a ground for disqualification***.

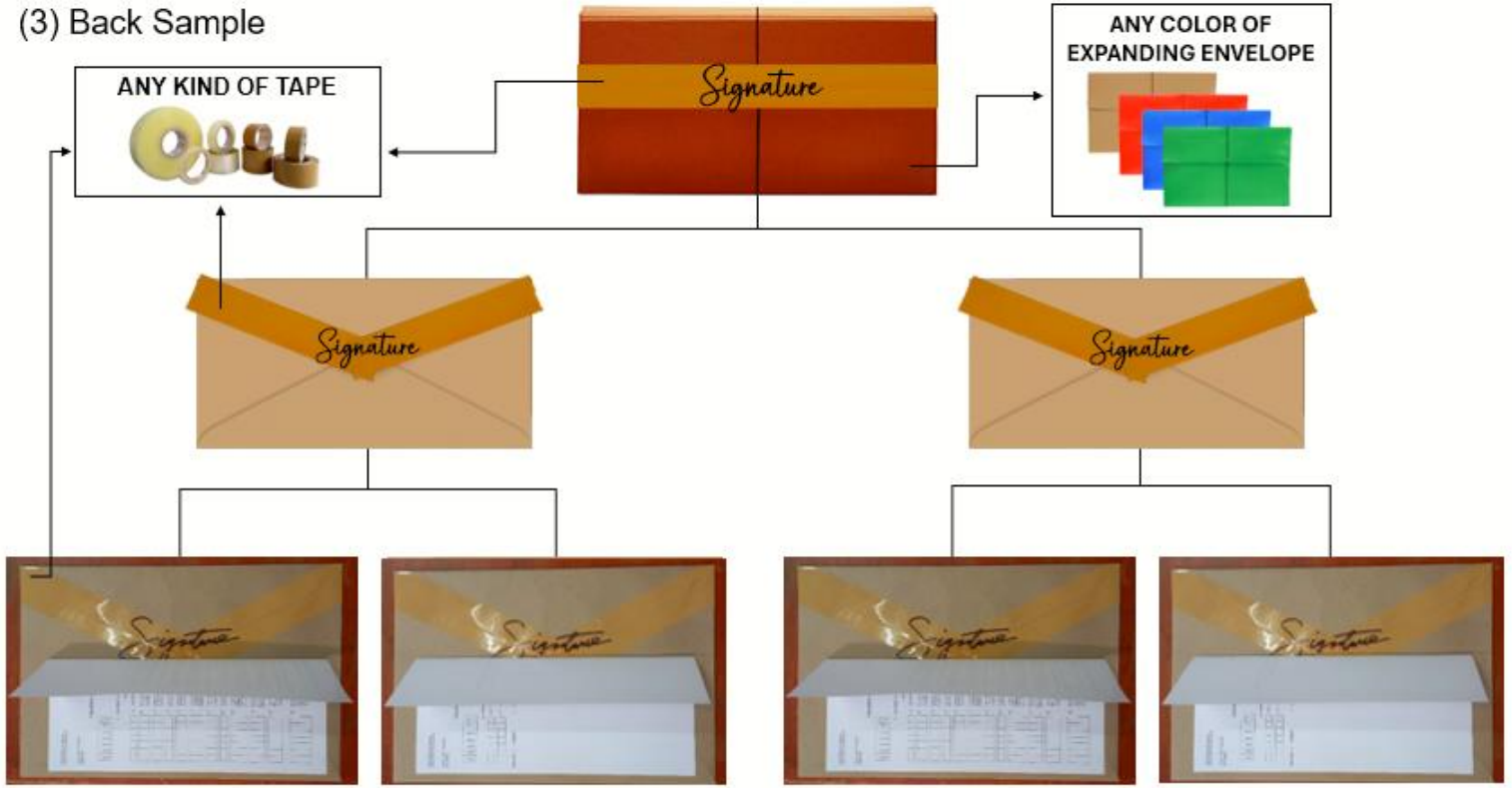
(1)


"MOTHER ENVELOPE"
(Marked, Signed & Sealed)
"ORIGINAL BID"
(Marked, Signed & Sealed)
"COPY BID"
(Marked, Signed & Sealed)
"ORIGINAL-TECHNICAL DOCUMENTS"
(Marked, Signed & Sealed)
"ORIGINAL-FINANCIAL DOCUMENTS"
(Marked, Signed & Sealed)
"COPY-TECHNICAL DOCUMENTS"
(Marked, Signed & Sealed)
"COPY-FINANCIAL DOCUMENTS"
(Marked, Signed & Sealed)

(2) Front Sample



(3) Back Sample



## 18. Deadline for Submission of Bids

The deadline of submission of Bids is on February 4, 2026 at exactly 9:00 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 ***February 4, 2026, after the closing time of the submission of bids at Municipal Conference Hall, 2nd Floor, Municipal Hall Building, Lingayen, Pangasinan***. The Bidders' authorize representatives who are present must present their Special Power of Attorney (SPA) and shall sign a register evidencing their attendance.

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

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

## 20. Detailed Evaluation and Comparison of Bids

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

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

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

## 21. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**. Subject to GPPB Circular No. 03-2012 dated August 17, 2012.

## 22. Signing of the Contract

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

The winning bidder shall obtain a Mayor's Permit from the Municipality of Lingayen upon receipt of the Notice of Award and prior to the signing of the Contract.

# *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:<br><br>OTHER GENERAL REQUIREMENTS<br>I. Project Billboards<br>II. Construction Health and Safety<br>CIVIL WORKS<br>III. Demolition Works<br>IV. Roofing Works</td></tr>
<tr><td>&</td><td>Sub-contracting is not allowed</td></tr>
<tr><td>10.3</td><td>PCAB, DTI, Mayor’s Permit</td></tr>
<tr><td>10.4</td><td>The contractor shall employ the following Key Personnel<br>General Experience Min. years of experience<br>Project Engineer Vertical/Horizontal Projects Three (3) years<br>Construction Foreman Vertical/Horizontal Projects Three (3) years<br>Skilled Laborer<br>Partime Safety Practitioner<br>First Aider<br>Unskilled Laborer</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>Minor Tools</td><td>All reqd.</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 a Bid Securing Declaration or any of the following forms and amounts:<br>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;<br><br>b. The amount of not less than Twenty Five Thousand Pesos (P25,000.00) 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>
<tr><td>20</td><td>Pertinent documents to be submitted by the winning supplier to the BAC Office before the issuance of Notice of Award</td></tr>
</table>

| | |
|---|---|
| | *1. Philgeps Certificate*<br><br>*2. Mayor's Permit*<br><br>*3. Latest Income and Business Tax Return*<br><br>*4. Tax Clearance*<br>*5. PCAB License*<br>*6. DTI* |
| 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 semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]* Five (5) 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 Roofing and Gutter

**Location:** Lingayen Public Market, Barangay Poblacion

## APPROVED TECHNICAL SPECIFICATIONS

**DEMOLITION WORKS**

**1.2.1 Demolition**

All taking down and demolition is to be carried out without damage to the remaining structures or the adjoining property.

**1.2.2 Obstruction of Public Road**

The Contractor shall not obstruct the Public Thoroughfares or Private Rights of Way without the approval of the Local authority and shall pay all their charges and conform to all instructions issued by them.

**1.2.3 Prevention of Dust and Fans**

The Contractor shall thoroughly water the work during all demolition to prevent any nuisance from dust, dirt, etc., and is to provide all necessary protecting fans, barricades, dust sheets, tarpaulins etc to protect the new and existing work, the public, the occupants and the workmen.

**PROTECTION:**

A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of GENERAL CONDITIONS Article, ACCIDENT PREVENTION.

B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.

C. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.

D. Provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.

E. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.

**ROOFING WORKS**

**1014.1 Description**

This item shall consist of furnishing all prepainted metal sheet materials, tools and equipment, plant including labor required in undertaking the proper installation complete as shown on the Plans and in accordance with this Specification.

**1014.2 Material Requirement**

All prepainted metal sheet and roofing accessories shall be oven baked painted true to profiles indicated on the Plans as per approval of the Engineer.

**1014.2.1 Prepainted Roofing Sheets**

Prepainted roofing sheets shall be fabricated from cold rolled galvanized iron sheets specially tempered steel for extra strength and durability. It shall conform to the material requirements defined in PNS 67:2014 Hot-dip Metallic-Coated Steel Sheets for Roofing - Specification. Profile section in identifying the architectural moulded rib to be used is as follows: Regular corrugated, Quad-rib, Tri-wave, Rib-wide, Twin-rib, and others. Desired color shall be subject to the approval of the Architect/Engineer. Gutters, Valleys, Flashings Hip and Ridge roll shall be fabricated from gauge 24 (0.600 mm thick) cold-rolled plain galvanized iron sheets specially tempered steel. Profile section shall be as indicated on the Plans. Fastening hardware shall be of galvanized iron straps, rivets or bolts. G.I. straps are of 0.500 mm thick x 16 mm wide x 267 mm long (gauge 26 x 5/8" x 10-1/2") and standard rivets.

**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 specification:

| | |
|---|---|
| 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**

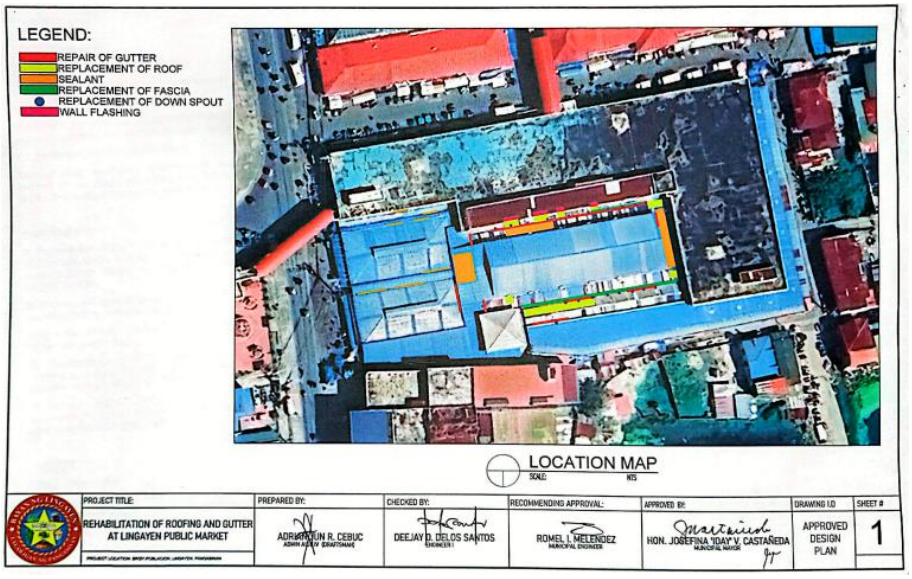
1. The Contractor shall provide and maintain throughout the duration of the Contract a medical room together with all necessary supplies to be sited in the Contractor’s main area. The medical room shall be waterproof, it could be a building or room designated and used exclusively for the purpose. It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



# *Section VIII. Bill of Quantities*

Republic of the Philippines
Province of Pangasinan
Municipality of Lingayen

## *Bill of Quantities*

| **REHABILITATION OF ROOFING AND GUTTER AT LINGAYEN PUBLIC MARKET, BARANGAY POBLACION** | | | | | |
|---|---|---|---|---|---|
| Item No. | Description | Qty. | Unit | Unit Price<br>(Pesos) | Amount<br>(Pesos) |
| | **OTHER GENERAL REQUIREMENTS** | | | | |
| I. | Project Billboards | 1.00 | lumpsum | In words and fugures:Pesos | In words:Pesos |
| II. | Construction Health and Safety | 1.00 | lumpsum | In words:Pesos | In words:Pesos |
| | **CIVIL WORKS** | | | | |
| III. | Demolition Works | 1.00 | lot | In words:Pesos | In words:Pesos |
| IV. | Roofing Works | 1.00 | lot | In words:Pesos | In words:Pesos |
| **TOTAL AMOUNT IN WORDS:** | | | | | |

Submitted by:_____ Date: _____

# *Section IX. Checklist of Technical and Financial Documents*

Municipality of Lingayen
Name of the Procuring Entity

Name of the Contract : _____
**B**IDDER :_____

## Checklist of Technical Documents

| Member | Member | Member | Member | Member | Vice Chairman | Chairman |
|---|---|---|---|---|---|---|

***Class "A" 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** |
| | | | | | | | (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |

(e) 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**

(f) 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**

(g) Philippines Contractors Accreditation Board (PCAB) License;

(h) 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 Notorized Bid Securing Declaration: and

(i) 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.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;\, Contractor's Letter-Certificate to Procuring Entity, Key Personnel (format of Bio-date), Key Personnel's Affidavit to Commitment to Work on the Contract.
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**

(j) Original duly signed Omnibus Sworn Statement (OSS);

**Commented [U1]:**

**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.

(k) Original duly signed Affidavit of Site Inspection

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |

(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.

Municipality of Lingayen
Name of the Procuring Entity

Name of the Contract : _____
**B**IDDER :_____

# Checklist of Financial Documents

| Member | Member | Member | Member | Member | Vice Chairman | Chairman |
|---|---|---|---|---|---|---|

## II. FINANCIAL COMPONENT ENVELOPE

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |

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

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |

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

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |

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

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |

( r) Cash Flow.

**Remarks: ( ) complying ( ) non-complying**

# *Section X. Bid Forms*

## Bid Form for Procurement of Infrastructure Projects

***[Note: The duly accomplished form shall be submitted with the Bid]***

---

BID FORM

Philgeps Reference No.: *[Insert number]*

*To: Bids and Awards Committee*

*Local Government Unit of Lingayen*

*Municipal Hall Building*

*Lingayen, Pangasinan*

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

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project ***[****Project Title****]***;

b)I/We offer to execute the Works for this Contract in accordance with the PBD;

b) The total price of our Bid in words and figures, excluding any discount offered below, is ***[*** *insert information]*

c) The discounts offered and the methodology for their application, if any, are: *[insert information*]; *or indicate N/A if no discount offered]*

d) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

e) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

f) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon the Bidder.

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

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of *[Name of the Bidder]* as evidenced by the attached *[State the Written Authority]*.

I/We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

## Omnibus Sworn Statement Form

***[Note: The duly accomplished form shall be submitted with the Bid]***

---

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF _____) S.S.

### OMNIBUS SWORN STATEMENT

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

*Select one, delete the others:*

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

- *If 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]*;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. *Select one, delete the others:*

- *If 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 *[Project Title]* of the *[Name*

*of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

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 others:*

- *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the

Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If partnership :* The partnership itself and the partners of ***[****Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, controlling stockholders and beneficial owners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to

criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

*Select one, delete the rest:*

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

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

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

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10. *[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.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Affiant's Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued], [place issued]*

IBP No. __, *[date issued], [place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

# *Bid Securing Declaration Form*

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

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

**BID SECURING DECLARATION**

**Project Title:** _____

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

*Lingayen, Pangasinan, 2401*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

| Name of Contract/Location Project Cost | a. Owner Name<br>b. Address<br>c. Telephone Nos. | Nature of works | Contractor's Role | | a. Date Awarded<br>b. Date of Proceed<br>c. Cert. of Acceptance | Amount at Award |
|---|---|---|---|---|---|---|
| | | | Description | % | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Submitted by:

_____

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

Designation:_____

## STATEMENT OF ALL ONGOING PROJECTS

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

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

Designation: Manager

**AFFIDAVIT OF SITE INSPECTION**

I, _____, of legal age, married, Filipino and residing at _____, under oath, hereby depose and say:

1. That I am the representative of the **(name of bidder)** with office address at _____;

2. That I have inspected the site for the **Municipality of Lingayen,Pangasinan** for the bidding of the for **(name of project),** at ___(location)_____.

3. That I am making this statement as part of the requirement for the Technical Component of the **(name of bidder)** for **BAC, Municipality of Lingayen,Pangasinan** .

IN FAITH WHEREOF, I hereby affix my signature this _____ day of _____ at _____**, Pangasinan**, Philippines.

_____

Affiant

Republic of the Philippines )

Province of Pangasinan ) S,S

SUBSCRIBED AND SWORN to before me this ____ day of _____. Affiant exhibiting to me his/her Residence Certificate No._____ issued on _____**, 2025** at _____**.**

_____

Notary Public

Doc No. _____

Page No. _____

Book No. _____

Series of 2025

## CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

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

Dear Sir/Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of**,** _____to be the _____ of the above named contract, who is an _____ with Professional License Certificate No. _____ issued on _____ and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form;
2. The said _____ shall be designated by us as our _____ to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said _____ shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract;
4. That said _____ shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as _____ all the time;
5. That, in order to guarantee that said _____ shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance from the Procuring Entity's Representative at the end of every month;
6. That, in the event that I/we elect or choose to replace said _____ with another _____, we shall accordingly notify the Procuring Entity in writing at least twenty one (21) days before making the replacement and that I/we shall submit to the Procuring Entity, for prior approval, the name of the proposed new _____, his qualifications, experience, list of projects undertaken and other relevant information; and
7. That any willful violation on my/our part of the herein conditions may prejudice my/our
8. Standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

_____

Authorized Representative of Bidder

CONCURRED IN:

_____

Name of Project Engineer

## CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

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

Dear Sir/Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of**,** _____to be the _____ of the above named contract, who is an _____ with Professional License Certificate No. _____ issued on _____ and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form;
2. The said _____ shall be designated by us as our _____ to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said _____ shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract;
4. That said _____ shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as _____ all the time;
5. That, in order to guarantee that said _____ shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance from the Procuring Entity's Representative at the end of every month;
6. That, in the event that I/we elect or choose to replace said _____ with another _____, we shall accordingly notify the Procuring Entity in writing at least twenty one (21) days before making the replacement and that I/we shall submit to the Procuring Entity, for prior approval, the name of the proposed new _____, his qualifications, experience, list of projects undertaken and other relevant information; and
7. That any willful violation on my/our part of the herein conditions may prejudice my/our
8. Standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

_____

Authorized Representative of Bidder

CONCURRED IN:

_____

Name of Material Engineer

## CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

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

Dear Sir/Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of**,** _____to be the _____ of the above named contract, who is an _____ with Professional License Certificate No. _____ issued on _____ and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form;
2. The said _____ shall be designated by us as our _____ to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said _____ shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract;
4. That said _____ shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as _____ all the time;
5. That, in order to guarantee that said _____ shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance from the Procuring Entity's Representative at the end of every month;
6. That, in the event that I/we elect or choose to replace said _____ with another _____, we shall accordingly notify the Procuring Entity in writing at least twenty one (21) days before making the replacement and that I/we shall submit to the Procuring Entity, for prior approval, the name of the proposed new _____, his qualifications, experience, list of projects undertaken and other relevant information; and
7. That any willful violation on my/our part of the herein conditions may prejudice my/our
8. Standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

_____

Authorized Representative of Bidder

CONCURRED IN:

_____

Name of Foreman

## CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

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

Dear Sir/Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of**,** _____to be the _____ of the above named contract, who is an _____ with Professional License Certificate No. _____ issued on _____ and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form;
2. The said _____ shall be designated by us as our _____ to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said _____ shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract;
4. That said _____ shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as _____ all the time;
5. That, in order to guarantee that said _____ shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance from the Procuring Entity's Representative at the end of every month;
6. That, in the event that I/we elect or choose to replace said _____ with another _____, we shall accordingly notify the Procuring Entity in writing at least twenty one (21) days before making the replacement and that I/we shall submit to the Procuring Entity, for prior approval, the name of the proposed new _____, his qualifications, experience, list of projects undertaken and other relevant information; and
7. That any willful violation on my/our part of the herein conditions may prejudice my/our
8. Standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

_____

Authorized Representative of Bidder

CONCURRED IN:

_____

Name of Safety Officer

**KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT**

Date

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

Dear Sir/Madame:

1. I confirm that _____ has engaged my services for the position of _____ in the above stated Contract if it is awarded to the Contractor.

2. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.

3. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the LGU-Lingayen.

1. I submit, and certify as true and correct, my biodata as follows:
   a. Name :
   b. Date of Birth :
   c. Nationality :
   d. Educational Attainment :
   e. Specialty :
   f. PRC License No. and Date :
   g. Employment Record :

| Name & Address of Employer | Position | From<br>Mo./Yr. | To<br>Mo./Yr. | Total Period<br>Yrs. & Mos. |
|---|---|---|---|---|
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h. Work Experience (Projects Handled):

| i. Proj. Name & Location<br>ii. Owner's Name & Address<br>iii. My Position | i. Proj. Description<br>ii. Total Proj. Cost | i. Part of Proj. I Handled<br>ii. Cost of Part | i. Start Date<br>ii. Compl. Date |
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| Completed Projects: | | | |
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| On-going Projects: | | | |
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Very truly yours,

*(Name and Signature of Personnel*

Noted by:

*(Name and Signature of the duly Authorized Bidder's Representative)* *(Date)*

*(Position of the duly Authorized Bidder's Representative)* *(Name of the Bidder*)

REPUBLIC OF THE PHILIPPINES )
CITY OF _____)

SUBSCRIBED and SWORN TO before me this _____ at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

_____

Notary Public

Doc. No. _____ Until _____

Page No. _____ PTR No. _____

Book No. _____ Issued at _____

Series No. _____ Issued on _____

## KEY PERSONNEL

## (FORMAT OF BIO-DATA)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project.

- Authorized Managing Officer / Representative

- Sustained Technical Employee

1. Name :
2. Date of Birth :
3. Nationality :
4. Education and Degrees :
5. Specialty :
6. Registration :
7. Length of Service with the Firm : Year from (months) (year)

   To present (months) _____ (year)

8. Years of Experience :

Name and Address of Employer Length of Service

year(s) from to present

10. Experience:

This should cover the past ten (10) years of experience. (Attach as many pages as necessary to show involvement of personnel in projects using the format below).

a) Name :

b) Name and Address of Owner :

c) Name and Address of the

Owner's Engineer :

(Consultant)

d) Indicate the Features of Project

(particulars of the project

components and any other particular

interest connected with the project):

e) Contract Amount Expressed in

Philippine Currency :

f) Position :

g) Structures for which the employee

was responsible :

h) Cost of the structures in Item g :

i) Assignment Period : from (months) (years)

: to (months) (years)

_____

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

_____

(Place and Date) (The Authorized Representative)

## QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

**Business Name:**

**Business Adress: Poblacion, Labrador, Pangasinan**

| | Project Manager/ Engineer | Materials Engineer | Foreman | Contruction Safety and Health Personnel | Other Positions deemed required by the Applicant for this project |
|---|---|---|---|---|---|
| 1. Name: | | | | | |
| 2. Address: | | | | | |
| 3. Date of Birth: | | | | | |
| 4. Emlpoyed Since | | | | | |
| 5. Experience | | | | | |
| 6. Previous Employment | | | | | |
| 7. Education | | | | | |
| 8. PRC Licence | | | | | |

Minimum Requirement : **Project Manager/ Engineer**
: **Materials Engineer**
: **Foreman**
: **Safety Officer**