



Republic of the Philippines  
Province of Pampanga  
MUNICIPALITY OF GUAGUA

## **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of INFRASTRUCTURE PROJECTS**

Government of the Republic of the Philippines

**Project Reference Number: LGU GUA 53-24**

**Project Name: Installation of Street Lights along  
San Roque and San Matias Provincial Road**

**(Modified as of November 08, 2024)**

**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 Pampanga  
MUNICIPALITY OF GUAGUA

**Bids and Awards Committee**

**Invitation to Bid**

Name of Project	Funding Source	ABC
Installation of Street Lights along San Roque and San Matias Provincial Road LGU GUA 53-24	General Fund CY 2024	PhP 500,000.00

October 17, 2024

The Municipality of Guagua, Province of Pampanga through the **General Fund CY 2024** intends to apply the sum of **Five Hundred Thousand Pesos (PhP 500,000.00)** being the Approved Budget for the Contract (ABC) for payment under the contract for: **LGU GUA 53-24 Installation of Street Lights along San Roque and San Matias Provincial Road**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The *Municipality of Guagua* now invites bids for the **above-mentioned project**. Completion of the Works is required within **18 calendar days**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project.
2. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act".
3. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.
4. Interested bidders may obtain further information from the *Municipality of Guagua* and inspect the Bidding Documents at the address given below from 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be purchased by interested Bidders from the Office of the BAC Secretariat, 3<sup>rd</sup> Floor, Municipal Building, Guagua, Pampanga upon submission of letter of authorization with valid company I.D. of the authorized representative and upon payment of a non-refundable fee of **PhP 500.00**.
6. The Municipality of Guagua will hold a **Pre-Bid Conference** on **October 25, 2024 (Friday) 2:00 PM** at Municipal Auditorium, 4<sup>th</sup> Floor, Municipal Building, Guagua, Pampanga, which shall be open to all prospective bidders.
7. Bids must be delivered to the address below on or before **November 06, 2024 (Wednesday), 2:00 PM** at Municipal Auditorium, 4<sup>th</sup> Floor, *Municipal Building, Municipality of Guagua*. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
8. Bids will be opened in the presence of the bidders, bidder's representatives who choose to attend at the address stated. Late bids shall not be accepted.
9. The Municipality of Guagua reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

ENGR. DIOSDADO S. CRUZ, OIC-Municipal Engineer  
Cel. No. +63 9310098450

(Sgd.)

**ELSA P. PANTINO**  
BAC Chairperson

Noted:

(Sgd.)

**ANTHONY JOSEPH S. TORRES**  
Municipal Mayor



Republic of the Philippines  
Province of Pampanga  
MUNICIPALITY OF GUAGUA

BIDS & AWARDS COMMITTEE

**BID BULLETIN/SUPPLEMENT NO. 11-S-2024**

October 28, 2024

TO : ALL PROSPECTIVE BIDDERS  
: BAC MEMBERS, TWG, SECRETARIAT  
: OBSERVERS  
: END USERS  
: OTHERS CONCERNED

SUBJECT : RESCHEDULING OF THE DATE OF PRE-BID  
CONFERENCE AND PUBLIC BIDDING

FOR PROJECTS : REBID-Procurement of Frozen Meat Products for 1700 Day  
Care Children of the Municipality of Guagua, Pampanga under  
Supplemental Feeding Program Cycle 14 (LGU GUA 31A-24)

: REBID-Procurement of assorted goods for 1700 Day Care  
Children of the Municipality of Guagua, Pampanga under Supplemental  
Feeding Program Cycle 14 (LGU GUA 33A-24)

: REBID-Procurement of Nutribun for 1700 Day Care  
Children of the Municipality of Guagua, Pampanga under Supplemental  
Feeding Program Cycle 14 (LGU GUA 34A-24)

: Capacity Building Program for the Livelihood  
Enhancement of Public Market Vendors in the Municipality of Guagua  
through the Provision of Fruit/Vegetable Stand under the DOLE  
Integrated Livelihood Program (LGU GUA 49-24)

: Procurement of Laptop and Tablet Computer to be used  
during the Regular Session of the Sanggunian Bayan Members in this  
Municipality (LGU GUA 50-24)

: Procurement of Tools & Equipment to be used at MDRRMO  
Operation in this Municipality (LGU GUA 51-24)

: Procurement of 908 sachets Larvicide 0.5 g to be used in  
the Dengue Prevention Activities of RHU-I, II, & III (LGU GUA 52-24)

: Installation of Street Lights along San Roque and San  
Matias Provincial Road (LGU GUA 53-24)

Relative to the procurement of the abovementioned projects, published/advertised on October 18, 2024 in the PhilGEPS, agency website, and other conspicuous places at the premises of the Municipality of Guagua, please be informed that the pre-bid conference originally scheduled for **October 25, 2024, has been cancelled due to the suspension of government work & classes as per Malacanang Advisory (Philippine Star) in the whole area of Luzon due to impact of the Tropical Storm "Kristine"**. The safety and well-being of all participants remain our utmost priority, and this decision was made to ensure that



everyone can focus on their safety and recovery without the added pressures of the bidding process. The new date for the pre-bid conference and public bidding, along with the deadline for submission of bids, is hereby rescheduled.

PARTICULAR (FROM)	MODIFICATION/AMENDMENT (TO)
<b>Pre Bid Conference:</b> October 25, 2024, 2:00 PM (Friday)	<b>Pre Bid Conference:</b> November 04, 2024, 3:00 PM (Monday)
<b>Deadline for Submission of Bids &amp; Opening of Bids:</b> November 06, 2024, 2:00 PM (Wednesday)	<b>Deadline for Submission of Bids &amp; Opening of Bids:</b> November 18, 2024, 2:00 PM (Monday)

For guidance and information of all concerned.

THE BIDS AND AWARDS COMMITTEE  
BY:

(Sgd.)  
ELSA P. PANTINO  
BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Municipality of Guagua** invites Bids for the project: **Installation of Street Lights along San Roque and San Matias Provincial Road** with Project Identification Number **LGU GUA 53-24**.

*Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.*

The Procurement Project: **Installation of Street Lights along San Roque and San Matias Provincial Road** referred to herein as “Project” is for the construction of Works, as described in Section VI (Specifications).

## 2. Funding Information

2.1. The *Municipality of Guagua* through the source of funding as indicated below for **General Fund CY 2024** in the amount of **Five Hundred Thousand Pesos (PhP500,000.00)**

2.2. The source of funding is:

a. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

## 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. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

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

**6. 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.

**7. Subcontracts**

- 7.1. The Procuring Entity has prescribed that:

*a. Subcontracting is not allowed.*

**8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address as indicated in **paragraph 6 of the Invitation to Bid (IB)**.

**9. 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, at its given address indicated in the **Invitation to Bid (IB)**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

**10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. 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.
- 10.3. 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**.
- 10.4. 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**.
- 10.5. 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**.

**11. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in the **Invitation to Bid (IB)** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

**12. 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.

**13. 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.

**14. Bid and Payment Currencies**

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

14.2. Payment of the contract price shall be made in:

*a. Philippine Pesos*

**15. Bid Security**

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until *120 calendar days*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

**16. Sealing and Marking of Bids**

Each Bidder shall submit *One Original Copy and One Duplicate Copy (Copy 1)* of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

**17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time at its physical address as indicated in **paragraph 7 of the Invitation to Bid (IB)**.

**18. Opening and Preliminary Examination of Bids**

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in the **Invitation to Bid (IB)**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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.

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

**19. Detailed Evaluation and Comparison of Bids**

- 19.1. 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.
- 19.2. 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 15 shall be submitted for each contract (lot) separately.
- 19.3. 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.

**20. 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**.

**21. 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***

# Bid Data Sheet

ITB Clause													
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>Item/Description of work:</i></p> <table><tr><td><i>Occupational Safety &amp; Health Program</i></td></tr><tr><td><i>Mobilization/Demobilization</i></td></tr><tr><td><i>Installation of Street Lights with Pedestal</i></td></tr></table>	<i>Occupational Safety &amp; Health Program</i>	<i>Mobilization/Demobilization</i>	<i>Installation of Street Lights with Pedestal</i>									
<i>Occupational Safety &amp; Health Program</i>													
<i>Mobilization/Demobilization</i>													
<i>Installation of Street Lights with Pedestal</i>													
7.1	Subcontracting is not allowed.												
10.3	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.												
10.4	<p>The key personnel must meet the required experience set below:</p> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>Construction Foreman</td><td>Engineering or Construction Services/Works</td><td>Engineering or Construction Services/Works</td></tr><tr><td>Skilled</td><td>Engineering or Construction Services/Works</td><td>Construction Services/Works</td></tr><tr><td>Laborer</td><td>Construction Works</td><td>Construction Works</td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Construction Foreman	Engineering or Construction Services/Works	Engineering or Construction Services/Works	Skilled	Engineering or Construction Services/Works	Construction Services/Works	Laborer	Construction Works	Construction Works
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>											
Construction Foreman	Engineering or Construction Services/Works	Engineering or Construction Services/Works											
Skilled	Engineering or Construction Services/Works	Construction Services/Works											
Laborer	Construction Works	Construction Works											
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td></td><td></td><td></td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>									
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
12	Alternative Bids shall not be accepted.												
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of the ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>five percent (5%) of the ABC</i>, if bid security is in Surety Bond.</p>												
19.2	Partial Bid is not allowed.												
20	<p><i>Licenses and Permits relevant to the Project:</i></p> <ul style="list-style-type: none"><li><i>Valid DTI (for Sole Proprietorship)/ SEC (for Corporation)/ CDA (for Cooperative) Registration Certificate</i></li><li><i>Valid and current Mayor’s permit/ municipal license from principal place of business</i></li><li><i>Valid Tax Clearance</i></li><li><i>Valid PhilGEPS Registration Certificate (Platinum Membership)</i></li><li><i>Valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures</i></li><li><i>BIR Registration Certification, which contains the Taxpayer’s Identification Number</i></li></ul>												



21	<p><i>Additional contract documents relevant to the Project:</i></p> <ul style="list-style-type: none"><li>○ <i>Production/ Delivery schedule</i></li><li>○ <i>Manpower schedule/ requirements</i></li><li>○ <i>Construction methods/schedule and/or S-Curve</i></li><li>○ <i>PERT/CPM Network Diagram</i></li><li>○ <i>Scope of Work and specifications (if not included/mentioned in the construction methods)</i></li><li>○ <i>Equipment utilization schedule</i></li><li>○ <i>Organizational chart for the contract to be bid</i></li><li>○ <i>List of contractor's personnel (viz, project manager, project engineer etc.) to be assigned to the contract to be bid, with their complete qualification and experience data</i></li><li>○ <i>List of Equipment Owned, leased and/or under purchase agreement (if not previously submitted) (with proofs of ownership like deed of absolute sale)</i></li><li>○ <i>Construction Safety and Health Program</i></li></ul>
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## ***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**.
- 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 <i>within 18 calendar days</i> upon receipt of the Notice to Proceed.
4.1	<i>The Procuring Entity shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.</i>
6	The site investigation reports are:
7.2	<p>See checked paragraph:</p> <p><input type="checkbox"/> For 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: <i>Fifteen (15) years.</i></p> <p><input checked="" type="checkbox"/> For 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: <i>Five (5) years.</i></p> <p><input type="checkbox"/> For other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: <i>Two (2) years.</i></p>
10	No day works are applicable to the contract.
11.1	The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
11.2	The amount to be withheld for late submission of an updated Program of Work is:
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	<p><i>Not allowed.</i></p> <p>The Procuring Entity states that, Materials and equipment delivered on the site but not <u>completely put in place</u> shall not be included for payment.</p>
15.1	<p>The date by which operating and maintenance manuals are required is:</p> <p>The date by which “as built” drawings are required is:</p>
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:

*Section VI. Specifications*  
*and*  
*Section VII. Drawings*

## ***Section VIII. Bill of Quantities***



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

## ***Section X. Other Bidding Forms***

Reference No.:	LGU GUA 53-24
Project Name:	Installation of Street Lights along San Roque and San Matias Provincial Road
Location:	Guagua, Pampanga

Date of Bidding: November 18, 2024

**DELIVERY SCHEDULE**

The production / delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site:

Item No.	Description	Unit	Quantity	Delivered, ( __in Weeks__ )
B.7	Occupational Safety & Health Program	Lot	1.00	
B.9	Mobilization/Demobilization	Lot	1.00	
SPL1	Installation of Street Lights With Pedestal	Lot	1.00	

\_\_\_\_\_  
Signature over Printed Name of Owner/  
Authorized Representative

\_\_\_\_\_  
Name of Bidder/ Company/Firm

Contract Ref. No.:	LGU GUA 53-24
Contract Name:	Installation of Street Lights along San Roque and San Matias Provincial Road
Location :	Guagua, Pampanga

Standard Form No. SF – INFR – 42 Revised on August 11, 2004	Date of Bidding : November 18, 2024
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MANPOWER UTILIZATION SCHEDULE

Category	DAYS																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	15	15	16	17	18

Contractor’s Name:	Name of the Procuring Entity:
	Name and Signature of the Owner or Authorized Representative
	Position
	Name of the Bidder/Company

Reference No.	LGU GUA 53-24
Contract Name:	Installation of Street Lights along San Roque and San Matias Provincial Road
Location:	Guagua, Pampanga

Date: November 18, 2024

Construction Schedule and S-Curve

Project Name:	Installation of Street Lights along San Roque and San Matias Provincial Road
Location:	Guagua, Pampanga

Item No.	Description of Works	DAYS																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
B.7	Occupational Safety & Health Program																		
B.9	Mobilization/Demobilization																		
SPL1	Installation of Street Lights With Pedestal																		

Submitted by:

	Name and Signature of the Owner or Authorized Representative
	Position
	Name of Bidder/Company

Municipality of Guagua

Project Reference No.: LGU GUA 53-24  
Project Title: Installation of Street Lights along San Roque and San Matias Provincial Road  
Location: Guagua, Pampanga

Standard Form No. SF-INFR-50  
Revised on: August 11, 2004

Date : **November 18, 2024**

**EQUIPMENT UTILIZATION SCHEDULE**

Category/ Equipment	DAYS																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

Contractor's Name:	Name of the Procuring Entity:
	Signature of Owner or Authorized Representative:

Project Ref. No.	<b>LGU GUA 53-24</b>
Project Name :	<b>Installation of Street Lights along San Roque and San Matias Provincial Road</b>
Location:	<b>Guagua, Pampanga</b>

**SWORN STATEMENT**

I, \_\_\_\_\_ of legal age, \_\_\_\_\_, Filipino and  
 (Name of the Bidder/Authorized Representative) (Civil Status)  
 residing at \_\_\_\_\_, under oath, hereby depose and say:  
 (Address of the Bidder)

1. That the company/firm is not blacklisted; (SF INFR -13)
2. That each of the documents submitted is an authentic copy and statements and information provided there in are true and correct; (SF INFR 24)
3. That the firm authorizes the Head of the Procuring Entity to verify the statements, documents and information submitted; (SF INFR-23)
4. That the company/firm give full authority to the signatory, to do, execute and perform any and all acts necessary and/or represent in the bidding as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof; (SF INFR -39)
5. That the company/firm complies with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019; (SF INFR -14)
6. That the company/firm complies with the responsibilities of the prospective or eligible bidder; (SF INFR 53)
7. That the company complies with existing labor laws and standards; (SF INFR 52)
8. That the company/firm 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.

That I am making this statement as part of the eligibility requirement of \_\_\_\_\_(Name of the Bidder/Company)  
 for the Project: **Installation of Street Lights along San Roque and San Matias Provincial Road (LGU GUA 53-24).**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
 in the City/Municipality of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
 Affiant

Signed in the Presence of:

\_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
 Notary Public

Doc. No. \_\_\_\_\_;  
 Page No. \_\_\_\_\_;  
 Book No. \_\_\_\_\_;  
 Series of 20\_\_\_\_\_.

Project Reference No:	<b>LGU GUA 53-24</b>
Project Name :	<b>Installation of Street Lights along San Roque and San Matias Provincial Road</b>
Location :	<b>Guagua, Pampanga</b>

Date: November 18, 2024

**BID FORM**

Gentlemen & Ladies:

Having examined the Bidding Documents, including the Bid Bulletin posted at conspicuous places at the Municipality of Guagua, Pampanga the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the goods, labor and equipment in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ (P\_\_\_\_\_ ) in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our Bid is accepted, to deliver the works and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security in the form of \_\_\_\_\_ and in the amount of \_\_\_\_\_ within the period of one (1) year until the final acceptance of the project.

We agree to abide by this bid for the Bid Validity Period of 120 days and it shall remain binding upon us and may be accepted at anytime before the expiration of that period.

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 us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per instructions to bidders of the Bidding Documents.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_



