



NATIONAL POWER CORPORATION

MinGen

PHILIPPINE BIDDING DOCUMENTS

(Procurement of INFRASTRUCTURE PROJECTS)

FOR

**REHABILITATION OF ROADWAY AND
DRAINAGE CANAL**

P.R. No.: MG-ADM24-004

**Contracts Management Office
Logistics Division**

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TABLE OF CONTENTS

GLOSSARY OF.....	4
TERMS, ABBREVIATIONS, AND ACRONYMS	4
SECTION I. INVITATION TO BID.....	7
SECTION II. INSTRUCTIONS TO BIDDERS.....	11
1. Scope of Bid.....	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	13
5. Eligible Bidders	13
6. Origin of Associated Goods.....	13
7. Subcontracts.....	13
8. Pre-Bid Conference.....	13
9. Clarification and Amendment of Bidding Documents	14
10. Documents Comprising the Bid; Eligibility and Technical Components...	14
11. Documents Comprising the Bid: Financial Component.....	15
12. Alternative Bids	15
13. Bid Prices.....	15
14. Bid and Payment Currencies.....	15
15. Bid Security	15
16. Sealing and Marking of Bids	16
17. Deadline for Submission of Bids.....	16
18. Opening and Preliminary Examination of Bids.....	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post Qualification	17
21. Signing of the Contract.....	17
SECTION III. BID DATA SHEET.....	18
SECTION IV. GENERAL CONDITIONS OF CONTRACT.....	22
1. Scope of Contract.....	23
2. Sectional Completion of Works.....	23
3. Possession of Site.....	23
4. The Contractor's Obligations.....	23
5. Performance Security.....	24

6. Site Investigation Reports.....	24
7. Warranty	24
8. Liability of the Contractor	24
9. Termination for Other Causes.....	24
10. Dayworks	25
11. Program of Work	25
12. Instructions, Inspections and Audits.....	25
13. Advance Payment	25
14. Progress Payments	25
15. Operating and Maintenance Manuals	26
SECTION V. SPECIAL CONDITIONS OF CONTRACT	27
SECTION VI. SPECIFICATIONS.....	29
SECTION VII. DRAWINGS.....	69
SECTION VIII. BILL OF QUANTITIES.....	72
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL	
DOCUMENTS.....	82
FORM OF BID SECURITY (SURETY BOND).....	89
CONTRACTOR'S ORGANIZATIONAL CHART FOR THE	
CONTRACT	92
JOINT VENTURE AGREEMENT.....	106
BID FORM	108
SUMMARY SHEETS OF MATERIALS PRICES, LABOR RATES	
AND EQUIPMENT RENTAL RATES	111

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



NATIONAL POWER CORPORATION

MinGen

Invitation to Bid for Rehabilitation of Roadway and Drainage Canal

The *NATIONAL POWER CORPORATION-MINDANAO GENERATION*, through the approved Corporate Budget of NPC for CY 2024 intends to apply the sum of *Five Million Pesos (PHP5,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Rehabilitation of Roadway and Drainage Canal at NPC Compound, Dituculan, Iligan City (PR No. MG-ADM24-004/REF. No. INFRA2024-ADM-016)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The *NATIONAL POWER CORPORATION-MINDANAO GENERATION* now invites bids for the above Procurement Project. Completion of the Works is required *One Hundred (100) 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).
2. 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.
3. Interested bidders may obtain further information from *BAC Secretariat, NATIONAL POWER CORPORATION-MINDANAO GENERATION* and inspect the Bidding Documents at the address given below from *8:00 AM – 5:00 PM Monday to Friday*.
4. A complete set of Bidding Documents may be acquired by interested Bidders on *March 19-April 8, 2024* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos (PHP5,000.00)*. The Procuring Entity shall allow the bidder to pay online and present its proof of payment for the fees *in person, by facsimile, or through electronic means*. *For those prospective bidders who wish to pay online, below are the details of the account:*

LandbankAccount name : NPC GENCO 5 COLLECTIONS FUND
LandbankAccount number : 0321-1689-14

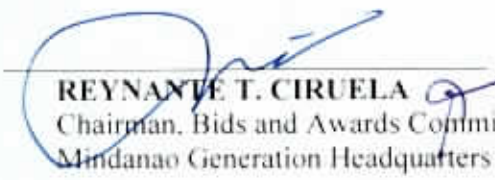
It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5. The *NATIONAL POWER CORPORATION-MINDANAO GENERATION* will hold a Pre-Bid Conference on *March 26, 2024 at 1:30 PM* at *Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City* and/or through videoconferencing/webcasting via *ZOOM*, which shall be open to prospective bidders. Interested online attendees are required to pre-register one (1) day before the scheduled pre-bidding conference. For pre-registration, contact tel. no. (063)-222-3459 or email logistics_afd_mingen@napocor.gov.ph.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *April 8, 2024 at 9:30 AM*. Late bids shall not be accepted.
7. 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. Bid opening shall be on *April 8, 2024 at 9:30 AM* at the *Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. *This project requires submission of at least:*
 - *Certificate of Site Inspection*
10. The *NATIONAL POWER CORPORATION- MINDANAO GENERATION* 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.
11. For further information, please refer to:


*BAC Secretariat
Contracts Management Office
Logistics Division
Mindanao Generation Headquarters
National Power Corporation
Maria Cristina, Iligan City
cmo_logistics_afd_mingen@napocor.gov.ph
Tel. No.: (063)222-3459
Fax No.: (063)223-8355/(063)223-4604
www.napocor.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.philgeps.gov.ph/> or
<https://www.napocor.gov.ph/BCSD/bids.php>



REYNANTE T. CIRUELA
Chairman, Bids and Awards Committee
Mindanao Generation Headquarters



Date of PhilGEPS Publication: 19 March 2024

410 DOCUMENTS

SECTION II- INSTRUCTION TO BIDDERS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

PR NO./REF. NO : MG-ADM24-004/INFR2024-ADM-016

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NATIONAL POWER CORPORATION-MINDANAO GENERATION** invites Bids for the *Rehabilitation of Roadway and Drainage Canal at NPC Compound, Dituclan, Iligan City, with Project Identification Number (PR No. MG-ADM24-004/REF. No. INFR2024-ADM-016)*.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of *Five Million Pesos (PHP5,000,000.00)*

2.2. The source of funding is:

- a. GOCC and GFIs, the approved Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

5.3. 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

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 and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the 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, 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.

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 paragraph 1 of the 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 *One Hundred Twenty (120) Calendar Days from the Scheduled Bid Opening*. Any bid not accompanied by

an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Scaling and Marking of Bids

Each Bidder shall submit one copy 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 and either at its physical address or through online submission as indicated in paragraph 7 of the 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 paragraph 9 of the 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 16 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	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Construction of Horizontal Structure		
7.1	Subcontracting is not allowed.		
10.3	None		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Expertise</u>	<u>Relevant Experience</u>
	1 - Project Engineer	Licensed Civil Engineer	At least five (5) years experience in related works
	1 - Construction Foreman	B.S. Civil Engineering Graduate	At least three (3) years experience in similar works
		Civil Engineering Technology Graduate	At least five (5) years experience in similar works
		Non-graduate	At least five (5) years working experience as Construction Foreman in similar works
	1 - Construction Safety and Health Officer (SO2)	Construction Safety Officer 2	At least forty (40) hours of Construction Safety and Health (COSH) Training from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE). Must be present during the whole duration of the project). At least three (3) years experience as Safety Officer

	<table><tr><td>1 – Geodetic Engineer</td><td><u>Licensed Geodetic Engineer</u></td><td>At least five (5) years experience in road survey works</td></tr></table>	1 – Geodetic Engineer	<u>Licensed Geodetic Engineer</u>	At least five (5) years experience in road survey works																													
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	<p><i>The following key personnel information indicated above must be included in Standard Form NPCMGNST-INFR-05: List of Key personnel proposed to be assigned to the Contract. Filled up Standard Form NPCMGNST-INFR-05 must be included in the technical component envelope.</i></p> <p>Project Engineer or Foreman and Construction Safety & Health Officer maybe one person, as long as he meets the requirements of the two positions. Provided however, that there is no overlapping of projects undertaken by the same contractor and supervised by the same person.</p> <p>The above key personnel must be either employed by the applicant or contracted by the applicant to be employed for the contract to be bid.</p>																																
10.5	<p>The minimum equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td>Concrete Mixer</td><td>1-bagger</td><td>One (1)</td></tr><tr><td>Pen Type Concrete Vibrator</td><td>4HP</td><td>One (1)</td></tr><tr><td>Excavator/Backhoe</td><td>0.80 cu.m.</td><td>One (1)</td></tr><tr><td>Road Roller (Vibratory)</td><td>At least 8 tons</td><td>One (1)</td></tr><tr><td>Road Grader</td><td>At least 120HP</td><td>One (1)</td></tr><tr><td>Payloader</td><td>1.5 cu.m.</td><td>One (1)</td></tr><tr><td>Water Truck</td><td>1000 gallons</td><td>One (1)</td></tr><tr><td>Concrete saw</td><td>At least 6HP, 6" blade diameter</td><td>One (1)</td></tr><tr><td>Engineer's Level/Total Station</td><td></td><td>One (1)</td></tr></table>			<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Concrete Mixer	1-bagger	One (1)	Pen Type Concrete Vibrator	4HP	One (1)	Excavator/Backhoe	0.80 cu.m.	One (1)	Road Roller (Vibratory)	At least 8 tons	One (1)	Road Grader	At least 120HP	One (1)	Payloader	1.5 cu.m.	One (1)	Water Truck	1000 gallons	One (1)	Concrete saw	At least 6HP, 6" blade diameter	One (1)	Engineer's Level/Total Station		One (1)
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Engineer's Level/Total Station		One (1)																															
12	N/A																																
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 PHP100,000.00 (2% of ABC), 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 PHP250,000.00 (5% of ABC), if bid security is in Surety Bond.</p>																																
19.2	Partial bids are allowed, as follows:																																

20	<p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Other appropriate licenses and permits required by law and stated in the Bidding documents. <ol style="list-style-type: none"> a. <i>Original Bank Statement year ending prior to bid opening;</i> b. <i>Valid and updated PhilGEPS Registration (Platinum Membership) (all pages);</i> c. <i>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;</i> d. <i>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;</i> e. <i>Valid Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Quarterly Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</i> f. <i>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;</i> g. <i>Philippine Contractors Accreditation Board (PCAB) License;</i> h. <i>Board of Accountancy (BOA) Certificate;</i> 2. <i>Contract and/or Notice of Award as supporting documents for NPC MinGen Form No. NPCMGNSF-INFR-01, if applicable;</i> 3. <i>Certificate of Site Inspection issued by Plant/Department Manager or his authorized representative.</i> <p><u>All relevant documents necessary to validate or verify the information declared in Standard Form NPCMGNSF-INFR-05</u></p>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, <u>prior to contract signing</u>, such as:</p> <ol style="list-style-type: none"> a) Approved construction schedule and S-curve b) Approved manpower schedule c) Construction methods d) Approved equipment utilization schedule e) Construction safety and health program approved by the DOLE f) Approved Project Evaluation Review Technique/Critical Path Method (PERT/CPM)

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

- 4.1. 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.
- 4.2. 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	Sectional completion is not specified.
4.1	The Procuring Entity shall give possession of the Site to the Contractor <i>on the start date.</i>
6	The site investigation reports are: NONE
7.2	Fifteen (15) years
10	Dayworks are not applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative <u>upon contract signing</u> or within <u>three (3)</u> 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 Fifty (50) % of the billed amount. The updating of Program of Work shall be done bi-monthly.
13	The amount of the advance payment is 15% of contract amount and paid in lump sum.
14	<p>For all projects with ABC of Five Million Pesos (PHP5,000,000.00) and below, no progress payment is allowed. First and Final Payment will be made upon the completion of the project.</p> <p>For all projects with ABC of above Five Million Pesos (PHP5,000,000.00), only one (1) progress payment is allowed with an actual progress accomplishment of at least fifty percent (50%). The second payment will be made upon the completion of the project.</p>
15.1	<p>The date by which operating and maintenance manuals are required is <u>upon completion of the project.</u></p> <p>The date by which "as built" drawings are required is <u>upon completion of the project.</u></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 <u>one hundred percent (100%) of the final billing.</u>

Section VI. Specifications

PROJECT HIGHLIGHTS

PH-1.0 GENERAL

This project aims to rehabilitate the roads of the employees going to their homes which are muddy sometimes especially during heavy rains. It will also ensure the safety of the employees and the vehicles passing through these roads.

PH-2.0 PROJECT LOCATION

The project is located at NPC Compound, Ditucalan, Iligan City

PH-3.0 SCOPE OF WORK

The work and services to be performed by the Contractor for this undertaking shall essentially consist of, but not limited to the following:

- A. Mobilization/establishment of Contractors complete construction camp and other facilities;
- B. CONSTRUCTION SAFETY AND HEALTH PROGRAM (To provide safety signages, fire extinguisher, first aid kit and PPE's on the whole duration of the project. First aid kit and fire extinguisher must be present at the site and shall be turned-over to NPC after the completion of the project, if not used.)
- C. MATERIALS AND STRENGTH TESTING
- D. PROFILE LEVELING AND AS STAKE SURVEY
- E. FIELD DENSITY TEST
- F. EXCAVATION
- G. SUB-BASE COURSE INCLUDING COMPACTION
- H. PORTLAND CEMENT CONCRETE PAVEMENT
- I. SHOULDERING, BOTH SIDES
- J. CHB CANAL
- K. CONCRETE DRIVEWAY
- L. Demobilization including clearing of site/demolition of Contractor's camp facilities.

PH-4.0 CONTRACT PERIOD

The contractor shall complete the works as specified in Clause 3 within one hundred (100) calendar days. The total contract duration is inclusive of six (6) unworkable days considered unfavorable for the execution of work at site. The contract period shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed

PH-5.0 CONTRACTOR'S CLASSIFICATION

The contractor must have a valid Philippine Contractor's Accreditation Board (PCAB) license of at least Category C or D – General Engineering with inter-agency registration of at least Small B – Roads, Highways, Pavement, Railways, Airport Horizontal Structures, and Bridges

The contractor must have undertaken similar contracts that involves electrical system and lightning protection system provided that the contract cost shall be at least equivalent to 50% of ABC

TECHNICAL SPECIFICATIONS

TS – 1.1 Scope

This section covers the construction and/or maintenance of access roads, drainage system and other appurtenant structures, moving-in of the Contractor's construction equipment, setting up of the Contractor's camp and the disposition of the Contractor's various facilities at the end of the Contract.

TS – 1.2 Moving-in

The contractor shall bring to the site all his necessary construction equipment and plant and install all stationary construction equipment and plant at location and in the manner approved by the NPC. The Contractor shall submit sufficient detailed plans showing the proposed location of such stationary equipment and plant and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been approved by the NPC.

TS – 1.3 Contractor's Camp Facilities

The Contractor shall provide and grade his camp site, construct his camp, employee housing, warehouse, machine and repair shops, fuel storage tanks and provide such related facilities and sanitary conveniences that the Contractor deems necessary for maintaining health, peace and order in the camp and work areas. The areas that may be used by the Contractor within the plant site shall be designated by the NPC.

The Contractor shall provide, maintain and operate, under competent direction, such camps and facilities as are necessary for the housing, feeding and accommodation of his employees.

TS – 1.4 Water Supply

The Contractor shall, at his own expense, be responsible for the supply, installation, operation and maintenance of a safe and adequate supply of drinking and domestic water.

TS – 1.5 Sewerage Disposal and Sanitation

The Contractor shall, at his own expense, be responsible for the installation, operation and maintenance of an adequate sewerage disposal and sanitation system and shall provide adequate toilet and

wash-up facilities for his employees at his camp and in the areas where work is being carried out.

The Contractor shall execute the work with due regard to adequate sanitary provisions and applicable codes and shall take all necessary steps to prevent the pollution of water in any spring, river, or other sources of water supply. All toilets or wash-up facilities shall be subject to the prior and continuing approval of the NPC.

TS – 1.6 Fire Protection

The Contractor shall observe all necessary precautions against fire, shall provide and maintain at his own expense, portable fire-fighting equipment he may deem necessary, and shall comply with all applicable laws of the Philippines relating thereto.

In the event of an uncontrollable fire occurring in the area of the Contractor's operation, the Contractor shall have to extinguish the fire immediately at his own expense, to the full extent of the manpower and equipment employed under the contract at the time of the fire.

The Contractor shall indemnify NPC against all liabilities, claims, damages and/or lawsuits arising thereto.

TS – 1.7 Construction Power

The Construction shall be responsible for providing his own electric power supply required for construction and erection/installation. If power is available from NPC and should the Contractor elect to utilize the NPC's power supply, he shall make an arrangement with NPC concerned group as to the billing rates and other requirements needed for direct connection to NPC.

TS - 1.8 Camp Security

The Contractor shall provide his own security force to the extent that he deems necessary for maintaining peace and order in the camp and work areas and to safeguard materials and equipment. Nothing under the provisions of this paragraph shall relieve the Contractor from full responsibility for the maintenance of peace and order and protection of life and property in all areas where he operates.

TS – 1.9 Construction Material Storage

The Contractor is required to put up warehouse(s) with capacities sufficient to store the construction materials required in the work. the warehouse(s) shall be specifically for this contract, notwithstanding his other facilities in the site that may serve the purpose.

TS – 1.10 Removal of Camp and Construction Facilities

After the completion of the work covered by the contract and prior to acceptance of the completed work, the entire camp facilities of the Contractor, including its water supply system, electric distribution system, quarters, warehouses, shops, dining halls, commissaries, temporary shed and other facilities therein shall be removed by the Contractor. The site shall be cleared and cleaned as directed by the NPC.

TS – 1.11 Measurement and Payment

No separate measurement and payment will be made for the Contractor's Construction Facilities. The entire cost thereof shall be included in the various pay items in the Bill of Quantities.

TS – 2.0 CARE OF WATER DURING CONSTRUCTION**TS – 2.1 Scope**

In accordance with the specifications contained in this section or otherwise directed, the Contractor shall construct and maintain all necessary temporary drainage ditches and other temporary protective works and he shall also furnish, install, maintain and operate necessary pumping equipment and other devices to protect construction operation free from water coming from any source, including rain.

TS – 2.2 Drainage and Dewatering

The Contractor shall be responsible for dewatering foundation areas so that work can be carried out on a suitably dry condition. The Contractor shall construct drainage ditches, holes, culverts, furnish, maintain and operate at his own expense all necessary pumps and other dewatering devices to keep all work area free from water.

After the work is completed and before it is accepted by the NPC, the Contractor shall remove all pumping equipment and shall remove, fill or plug all temporary drainage structures as directed, all at his expense.

TS – 2.3 Measurement and Payment

No separate measurement and payment will be made for the Care of Water During Construction operations. The cost of furnishing, constructing, maintaining, operating and removing of temporary drainage structure, pumping system and other dewatering devices necessary to keep construction operations free from water, shall be included in the various pay items in the Bill of Quantities for structures where such care of water is required.

TS - 03 CONSTRUCTION SAFETY AND HEALTH PROGRAM**TS – 3.1 Scope**

This Section pertains to the environmental and safety provisions, requirements and conditions that shall govern during the execution of all civil works under this project.

TS – 3.2 General Conditions

The Contractor shall ensure compliance with the applicable environmental and safety regulations, as well as ECC conditions, during installation/construction of this project through the implementation of measures that include, but not limited to the following:

- a. Designate a Safety Officer and a Pollution Control Officer who shall respectively handle all safety and environmental concerns of the project.
- b. Prepare and submit Construction Safety Health Plan (CSHP)
- c. Properly manage debris and various waste generated during installation/construction, such as the following:
 - Dispose of demolition and construction debris in a designated or NPC approved disposal area (at the back of Central Warehouse near NGCP Switchyard Gate;
 - Stockpile (and cover if possible) or haul to the designated and/or pre developed dump sites (spoil disposal areas) that shall be provided with suitable drainage-equipped with sediments traps, stripped top soil, spoils from quarry/borrow sites and excavated materials;
 - Segregate solid wastes, such as empty cement sacks, scraps of tin or wood, used wires and other domestic, garbage, for recycling or storage in NPC-approved temporary storage areas and further disposal to LGU-designated disposal sites
 - Properly handle, store and dispose off, through DENR-accredited transporter/treater, hazardous wastes i.e. used oils, paints, thinner, Etc.
- d. Limit construction activities that generate excessive noise to daytime works only to prevent nuisance to nearby residents during rest hours.

- e. As far as practicable, undertake site stripping, grading and excavation during dry weather.
- f. Construction/Installation shall be carried-out in a manner where landslides and erosions are minimized.
- g. Avoid unnecessary opening/clearing of areas outside construction sites or destruction of vegetable cover, especially cutting of existing trees; and to revegetate disturbed areas.
- h. Spray water, whenever and wherever necessary, to minimize dust generation.
- i. Provide PPE's and other safety provisions required by DOLE, for its project/site works.
- j. Submit proof of Tool Box meeting that was conducted in the course of the project. This will be attached on the contractor's progress billing.
- k. Composition of Occupational Safety and Health Team shall be displayed on the construction site or on the camp facilities that is visible to NPC inspectors and the construction workers. The size of the tarpaulin shall be 1.0m x 1.0m
- l. First aid kit (1 set) and ABC fire extinguishers (1set-20lbs) shall be present in the camp facilities and shall be turn-over to NPC after the completion of the project.

TS – 3.3 Measurement and Payment

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, tools equipment and other incidentals necessary for the satisfactory implementation of this requirements.

TS - 4 EXCAVATION WORKS

4.1 Description

This Item shall consist of roadway and drainage and borrow excavation and the disposal of material in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

4.2 Roadway Excavation

Roadway excavation will include excavation and grading for roadways, parking areas, intersections, approaches, slope rounding, benching, waterways and ditches; removal of unsuitable material from the roadbed and beneath

embankment areas; and excavating selected material found in the roadway as ordered by the Engineer for specific use in the improvement. Roadway excavation will be classified as "unclassified excavation", "rock excavation", "common excavation", or "muck excavation" as indicated in the Bill of Quantities and hereinafter described.

- (1) **Unclassified Excavation.** Unclassified excavation shall consist of the excavation and disposal of all materials regardless of its nature, not classified and included in the Bill of Quantities under other pay items.
- (2) **Rock Excavation.** Rock excavation shall consist of igneous, sedimentary and metamorphic rock which cannot be excavated without blasting or the use of rippers, and all boulders or other detached stones each having a volume of 1 cubic meter or more as determined by physical measurements or visually by the Engineer.
- (3) **Common Excavation.** Common excavations shall consist of all excavation not included in the Bill of Quantities under "rock excavation" or other pay items.
- (4) **Muck Excavation.** Muck excavation shall consist of the removal and disposal of deposits of saturated or unsaturated mixtures of soils and organic matter not suitable for foundation material regardless of moisture content.

4.3 Borrow Excavation

Borrow excavation shall consist of the excavation and utilization of approved material required for the construction of embankments or for other portions of the work, and shall be obtained from approved sources, in accordance with Clause 61 and the following:

(1) Borrow, Case 1

Borrow Case 1 will consist of material obtained from sources designated on the Plans or in the Special Provisions.

(2) Borrow, Case 2

Borrow Case 2 will consist of material obtained from sources provided by the Contractor.

The material shall meet the quality requirements determined by the Engineer unless otherwise provided in the Contract.

4.4 Construction Requirements

General

When there is evidence of discrepancies on the actual elevations and that shown on the Plans, a pre-construction survey referred to the datum plane used in the approved Plan shall be undertaken by the Contractor under the control of the Engineer to serve as basis for the computation of the actual volume of the excavated materials.

All excavations shall be finished to reasonably smooth and uniform surfaces. No materials shall be wasted without authority of the Engineer. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed. Prior to excavation, all necessary clearing and grubbing in that area shall have been performed in accordance with Item Clearing and Grubbing.

Conservation of Topsoil

Where provided for on the Plans or in the Special Provisions, suitable topsoil encountered in excavation and on areas where embankment is to be placed shall be removed to such extent and to such depth as the Engineer may direct. The removed topsoil shall be transported and deposited in storage piles at locations approved by the Engineer. The topsoil shall be completely removed to the required depth from any designated area prior to the beginning of regular excavation or embankment work in the area and shall be kept separate from other excavated materials for later use.

Utilization of Excavated Materials

All suitable material removed from the excavation shall be used in the formation of the embankment, subgrade, shoulders, slopes, bedding, and backfill for structures, and for other purposes shown on the Plans or as directed.

The Engineer will designate as unsuitable those soils that cannot be properly compacted in embankments. All unsuitable material shall be disposed off as shown on the Plans or as directed without delay to the Contractor.

Only approved materials shall be used in the construction of embankments and backfills. All excess material, including rock and boulders that cannot be used in embankments shall be disposed off as directed.

Material encountered in the excavation and determined by the Engineer as suitable for topping, road finishing, slope protection, or other purposes shall be conserved and utilized as directed by the Engineer.

Borrow material shall not be placed until after the readily accessible roadway excavation has been placed in the fill, unless otherwise permitted or directed by the Engineer. If the Contractor places more borrow than is required and

thereby causes a waste of excavation, the amount of such waste will be deducted from the borrow volume.

Prewatering

Excavation areas and borrow pits may be prewatered before excavating the material. When prewatering is used, the areas to be excavated shall be moistened to the full depth, from the surface to the bottom of the excavation. The water shall be controlled so that the excavated material will contain the proper moisture to permit compaction to the specified density with the use of standard compacting equipment. Prewatering shall be supplemented where necessary, by truck watering units, to ensure that the embankment material contains the proper moisture at the time of compaction.

The Contractor shall provide drilling equipment capable of suitably checking the moisture penetration to the full depth of the excavation.

Presplitting

Unless otherwise provided in the Contract, rock excavation which requires drilling and shooting shall be presplit.

Presplitting to obtain faces in the rock and shale formations shall be performed by: (1) drilling holes at uniform intervals along the slope lines, (2) loading and stemming the holes with appropriate explosives and stemming material, and (3) detonating the holes simultaneously.

Prior to starting drilling operations for presplitting, the Contractor shall furnish the Engineer a plan outlining the position of all drill holes, depth of drilling, type of explosives to be used, loading pattern and sequence of firing. The drilling and blasting plan is for record purposes only and will not absolve the Contractor of his responsibility for using proper drilling and blasting procedures. Controlled blasting shall begin with a short test section of a length approved by the Engineer. The test section shall be presplit, production drilled and blasted and sufficient material excavated whereby the Engineer can determine if the Contractor's methods are satisfactory. The Engineer may order discontinuance of the presplitting when he determines that the materials encountered have become unsuitable for being presplit.

The holes shall be charged with explosives of the size, kind, strength, and at the spacing suitable for the formations being presplit, and with stemming material which passes a 9.5 mm (3/8 inch) standard sieve and which has the qualities for proper confinement of the explosives.

The finished presplit slope shall be reasonably uniform and free of loose rock. Variance from the true plane of the excavated backslope shall not exceed 300 mm (12 inches); however, localized irregularities or surface variations that do

not constitute a safety hazard or an impairment to drainage courses or facilities will be permitted.

A maximum offset of 600 mm (24 inches) will be permitted for a construction working bench at the bottom of each lift for use in drilling the next lower presplitting pattern.

Excavation of Roadbed Level

Rock shall be excavated to a depth of 150 mm (6 inches) below subgrade within the limits of the roadbed, and the excavation backfilled with material designated on the Plans or approved by the Engineer and compacted to the required density.

When excavation methods employed by the Contractor leave undrained pockets in the rock surface, the Contractor shall at his own expense, properly drain such depressions or when permitted by the Engineer fill the depressions with approved impermeable material.

Material below subgrade, other than solid rock shall be thoroughly scarified to a depth of

150 mm (6 inches) and the moisture content increased or reduced, as necessary, to bring the material throughout this 150 mm layer to the moisture content suitable for maximum compaction. This layer shall then be compacted in accordance with Subsection 104.3.3.

Borrow Areas

The Contractor shall notify the Engineer sufficiently in advance of opening any borrow areas so that cross-section elevations and measurements of the ground surface after stripping may be taken, and the borrow material can be tested before being used. Sufficient time for testing the borrow material shall be allowed.

All borrow areas shall be bladed and left in such shape as to permit accurate measurements after excavation has been completed. The Contractor shall not excavate beyond the dimensions and elevations established, and no material shall be removed prior to the staking out and cross-sectioning of the site. The finished borrow areas shall be approximately true to line and grade established and specified and shall be finished, as prescribed in Clause 61, Standard Specifications for Public Works and Highways, Volume 1. When necessary to remove fencing, the fencing shall be replaced in at least as good condition as it was originally. The Contractor shall be responsible for the confinement of livestock when a portion of the fence is removed.

Removal of Unsuitable Material

Where the Plans show the top portion of the roadbed to be selected topping, all unsuitable materials shall be excavated to the depth necessary for replacement of the selected topping to the required compacted thickness.

Where excavation to the finished graded section results in a subgrade or slopes of unsuitable soil, the Engineer may require the Contractor to remove the unsuitable material and backfill to the finished graded section with approved material. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross-sectional measurements before the backfill is placed.

The excavation of muck shall be handled in a manner that will not permit the entrapment of muck within the backfill. The material used for backfilling up to the ground line or water level, whichever is higher, shall be rock or other suitable granular material selected from the roadway excavation, if available. If not available, suitable material shall be obtained from other approved sources. Unsuitable material removed shall be disposed off in designated areas shown on the Plans or approved by the Engineer.

Measurement and Payment

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, tools equipment and other incidentals necessary for the satisfactory implementation of this requirements.

TS-5 AGGREGATE SUBBASE COURSE

Description

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

Material Requirements

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

The subbase material shall conform to Table 200.1, Grading Requirements

Table 1 – Grading Requirements

Sieve Designation		
Standard, mm.	Alternate US Standard	
50	2"	100
25	1"	55 – 85
9.5	3/8"	40 – 75
0.075	No. 200	0 - 12

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

The fraction passing the 0.425 mm (No. 40) sieve shall have a liquid limit not greater than 35 and plasticity index not greater than 12 as determined by AASHTO T 89 and T 90, respectively.

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

The material shall have a soaked CBR value of not less than 25% as determined by AASHTO T 193. The CBR value shall be obtained at the maximum dry density and determined by AASHTO T 180, Method D.

Construction Requirements

Preparation of Existing Surface

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

Placing

The aggregate subbase material shall be placed at a uniform mixture on a prepared subgrade in a quantity which will provide the required compacted thickness. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer is placed.

The placing of material shall begin at the point designated by the Engineer. Placing shall be from vehicles especially equipped to distribute the material in a continuous uniform layer or windrow. The layer or windrow shall be of such size that when spread and compacted the finished layer be in reasonably close conformity to the nominal thickness shown on the Plans.

When hauling is done over previously placed material, hauling equipment shall be dispersed uniformly over the entire surface of the previously constructed layer, to minimize rutting or uneven compaction.

Spreading and Compacting

When uniformly mixed, the mixture shall be spread to the plan thickness, for compaction.

Where the required thickness is 150 mm or less, the material may be spread and compacted in one layer. Where the required thickness is more than 50 mm, the aggregate subbase shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any layer shall not exceed 150 mm. All subsequent layers shall be spread and compacted in a similar manner.

The moisture content of subbase material shall, if necessary, be adjusted prior to compaction by watering with approved sprinklers mounted on trucks or by drying out, as required in order to obtain the required compaction.

Immediately following final spreading and smoothing, each layer shall be compacted to the full width by means of approved compaction equipment. Rolling shall progress gradually from the sides to the center, parallel to the centerline of the road and shall continue until the whole surface has been rolled. Any irregularities or depressions that develop shall be corrected by loosening the material at these places and adding or removing material until surface is smooth and uniform. Along curbs, headers, and walls, and at all places not accessible to the roller, the subbase material shall be compacted thoroughly with approved tampers or compactors.

If the layer of subbase material, or part thereof, does not conform to the required finish, the Contractor shall, at his own expense, make the necessary corrections. Compaction of each layer shall continue until a field density of at least 100 percent of the maximum dry density determined in accordance with AASHTO T180, Method D has been achieved. In-place density determination shall be made in accordance with AASHTO T 191.

Spreading, Compacting and Finishing

The material shall be spread by a self-propelled pneumatic-tire blade grader or a mechanical spreader of approved type. In spreading from the windrow, care shall be taken to avoid cutting into the underlying course.

After the material is spread, the surface shall be rolled. Rolling shall be parallel to the road center line and shall commence at the outer edges of the road, overlapping the shoulders and progress toward the center, overlapping on successive passes by at least one-half the width of the roller, except that on superelevated curves rolling shall progress from the lower to the upper edge. Each pass shall terminate at least 910 mm (3 ft) in advance or to the rear of the end of the preceding pass. During compaction, the surface shall be dragged or bladed as necessary to fill ruts and to remove incipient corrugation or other irregularities. Rolling shall continue until the surface is of uniform texture and satisfactory compaction is obtained. Initial rolling shall be performed with a pneumatic tire roller and final rolling with a 3-wheel or

tandem-type steel wheel roller. Rolling shall be discontinued whenever it begins to produce excessive pulverizing of the aggregate or displacement of the mixture.

When the compacted thickness of the base course is to be more than 150 mm, the mixture shall be spread from the windrow and compacted in two (2) approximately equal layers, the first layer to be bladed and rolled before the second layer is spread.

Compaction shall continue until a field density of not less than 100% of the compacted maximum dry density determined in accordance with AASHTO T 180, Method D has been attained. Field Density test shall be in accordance with AASHTO T 191.

Measurement and Payment

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, tools equipment and other incidentals necessary for the satisfactory implementation of this requirements.

TS-6 PORTLAND CEMENT CONCRETE PAVEMENT

Description

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross- section shown on the Plans.

Material Requirements

Portland Cement

It shall conform to the applicable requirements of Item 700, Hydraulic Cement. Only Type 1 Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the Engineer. However, the use of Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 695, Specifications for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall be adopted. Cement which for any reason, has become partially set or which contains lumps of caked cement will be rejected. Cement salvaged from discarded or used bags shall not be used.

Samples of Cement shall be obtained in accordance with AASHTO T 127.

Fine Aggregate

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer.

It shall not contain more than three (3) mass percent of material passing the 0.075 mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer.

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

The fine aggregate shall be free from injurious amounts of organic impurities. If subjected to the colorimetric test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 95 mass percent.

The fine aggregate shall be well-graded from coarse to fine and shall conform to Table 311.1

Table 1 – Grading Requirements for Fine Aggregate

Sieve Designation	Mass Percent Passing
9.5 mm (3/8 in)	100
4.75 mm (No. 4)	95 – 100
2.36 mm (No. 8)	-
1.18 mm (No. 16)	45 – 80
0.600 mm (No. 30)	-
0.300 mm (No. 50)	5 – 30
0.150 mm (No. 100)	0 – 10

Coarse Aggregate

It shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings. It shall contain not more than one (1) mass percent of material passing the 0.075 mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments.

If the coarse aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 12 mass percent. It shall

have a mass percent of wear not exceeding 40 when tested by AASHTO T 96.

If the slag is used, its density shall not be less than 1120 kg/m³ (70 lb./cu. ft.). The gradation of the coarse aggregate shall conform to Table 311.2.

Only one grading specification shall be used from any one source.

Table 2 – Grading Requirement for Coarse Aggregate

Sieve Designation		Mass Percent Passing		
Standard	Alternate U. S. Standard	Grading A	Grading B	Grading C
Mm				
75.00	3 in.	100	-	-
63.00	2-1/2 in.	90-100	100	100
50.00	2 in.	-	90-100	95-100
37.5	1-1/2 in.	25-60	35-70	-
25.0	1 in.	-	0-15	35-70
19.0	3/4 in.	0-10	-	-
12.5	1/2 in.	0-5	0-5	10-30
4.75	No. 4	-	-	0-5

Water

Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of Item 714, Water. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

Reinforcing Steel

It shall conform to the requirements of Item 404, Reinforcing Steel. Dowels and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and restraighened during construction. Tie bars shall be deformed bars. Dowels shall be plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be painted with one coat of approved lead or tar paint. The sleeves for dowel bars shall be metal of approved design to cover 50 mm (2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

Joint Fillers

Poured joint fillers shall be mixed asphalt and mineral or rubber filler conforming to the applicable requirements of Item 705, Joint Materials.

Preformed joint filler shall conform to the applicable requirements of Item 705. It shall be punched to admit the dowels where called for in the Plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint.

Admixtures

Air-entraining admixture shall conform to the requirements of AASHTO M154. Chemical admixtures, if specified or permitted, shall conform to the requirements of AASHTO M 194.

Fly Ash, if specified or permitted as a mineral admixture and as 20% partial replacement of Portland Cement in concrete mix shall conform to the requirements of ASTM C 618.

Admixture should be added only to the concrete mix to produce some desired modifications to the properties of concrete where necessary, but not as partial replacement of cement.

Curing Materials

Curing materials shall conform to the following requirements as specified;

- | | |
|--------------------------------------|----------------|
| a) Burlap cloth | - AASHTO M 182 |
| b) Liquid membrane forming compounds | - AASHTO M 148 |
| c) Sheeting (film) materials | - AASHTO M 171 |

Cotton mats and water-proof paper can be used.

Calcium Chloride/Calcium Nitrate

It shall conform to AASHTO M 144, if specified or permitted by the Engineer, as accelerator.

The handling and storing of concrete aggregates shall be such as to prevent segregation or the inclusion of foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

In order to secure greater uniformity of concrete mix, the Engineer may

require that the coarse aggregate be separated into two or more sizes. Different sizes of aggregate shall be stored in separate bins or in separate stockpiles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

Proportioning, Consistency and Strength of Concrete

The Contractor shall prepare the design mix based on the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete".

It is the intent of this Specification to require at least 364 kg of cement per cubic meter of concrete to meet the minimum strength requirements. The Engineer shall determine from laboratory tests of the materials to be used, the cement content and the proportions of aggregate and water that will produce workable concrete having a slump of between 40 and 75 mm (1-1/2 and 3 inches) if not vibrated or between 10 and 40 mm (1/2 and 1-1/2 inches) if vibrated, and a flexural strength of not less than 3.8 MPa (550 psi) when tested by the third-point method or 4.5 MPa (650 psi) when tested by the mid-point method at fourteen (14) days in accordance with AASHTO T97 and T177, respectively; or a compressive strength of 24.1 MPa (3500 psi) for cores taken at fourteen (14) days and tested in accordance with AASHTO T24. Slump shall be determined using AASHTO T 119.

The designer shall consider the use of lean concrete (econocrete) mixtures using local materials or specifically modified conventional concrete mixes in base course and in the lower course composite, monolithic concrete pavements using a minimum of 75 mm (3 inches) of conventional concrete as the surface course. The mix design shall be submitted to the Engineer for approval and shall be accompanied with certified test data from an approved laboratory demonstrating the adequacy of the mix design. A change in the source of materials during the progress of work may necessitate a new design mix.

Construction Requirements

Quality Control of Concrete

1. General

The Contractor shall be responsible for the quality control of all materials during the handling, blending, and mixing and placement operations.

2. Quality Control Plan

The Contractor shall furnish the Engineer a Quality Control Plan detailing his production control procedures and the type and frequency of sampling and testing to insure that the concrete produces complies with the Specifications. The Engineer shall be provided free access to recent plant production records, and if requested, informational copies of mix design, materials certifications and sampling and testing reports.

3. Qualification of Workmen

Experienced and qualified personnel shall perform all batching or mixing operation for the concrete mix, and shall be present at the plant and job site to control the concrete productions whenever the plant is in operation. They shall be identified and duties defined as follows:

- a. Concrete Batchers. The person performing the batching or mixing operation shall be capable of accurately conducting aggregate surface moisture determination and establishing correct scale weights for concrete materials. He shall be capable of assuring that the proportioned batch weights of materials are in accordance with the mix design.
- b. Concrete Technician. The person responsible for concrete production control and sampling and testing for quality control shall be proficient in concrete technology and shall have a sound knowledge of the Specifications as they relate to concrete production. He shall be capable of conducting tests on concrete and concrete materials in accordance with these Specifications. He shall be capable of adjusting concrete mix designs for improving workability and Specification compliance and preparing trial mix designs. He shall be qualified to act as the concrete batcher in the batcher's absence.

4. Quality Control Testing

The Contractor shall perform all sampling, testing and inspection necessary to assure quality control of the component materials and the concrete.

The Contractor shall be responsible for determining the gradation of fine and coarse aggregates and for testing the concrete mixture for slump, air content, water-cement ratio and temperature. He shall conduct his operations so as to produce a mix conforming to the approved mix design.

5. Documentation

The Contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected, and nature of any corrective action taken.

The Engineer may take independent assurance samples at random location for acceptance purposes as he deems necessary.

Equipment

Equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity and mechanical condition. The equipment shall be at the jobsite sufficiently ahead of the start of construction operations to be examined thoroughly and approved.

1. Mixers.

- a. General. Concrete may be mixed at the Site of construction or at a central plant, or wholly or in part in truck mixers. Each mixer shall have a manufacturer's plate attached in a prominent place showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.
- b. Mixers at Site of Construction. Mixing shall be done in an approved mixer capable of combining the aggregates, cement and water into a thoroughly mixed and uniform mass within the specified mixing period and discharging and distributing the mixture without segregation on the prepared grade. The mixer shall be equipped with an approved timing device which will automatically lock the discharge lever when the drum has been charged and released it at the end of the mixing period. In case of failure of the timing device, the mixer may be used for the balance of the day while it is being repaired, provided that each batch is mixed 90 seconds. The mixer shall be equipped with a suitable nonresettable batch counter which shall correctly indicate the number of the batches mixed.
- c. Truck Mixer and Truck Agitators. Truck mixers used for mixing and hauling concrete, and truck agitators used for hauling central-mixed concrete, shall conform to the requirements of AASHTO M 157.
- d. Non-Agitator Truck. Bodies of non-agitating hauling equipment for concrete shall be smooth, mortar-tight metal containers and shall be capable of discharging the concrete at a satisfactory controlled rate without segregation.

2. Paving and Finishing Equipment

The concrete shall be placed with an approved paver designed to spread, consolidate, screed and float finish the freshly placed concrete in one complete pass of the machine in such a manner that a minimum of hand finishing will be necessary to provide a dense and homogeneous pavement in conformance with the Plans and Specifications.

The finishing machine shall be equipped with at least two (2) oscillating type transverse screed.

Vibrators shall operate at a frequency of 8,300 to 9,600 impulses per minute under load at a maximum spacing of 60 cm.

3. Concrete Saw

The Contractor shall provide sawing equipment in adequate number of units and power to complete the sawing with a water-cooled diamond edge saw blade or an abrasive wheel to the required dimensions and at the required rate. He shall provide at least one (1) stand-by saw in good working condition and with an ample supply of saw blades.

4. Forms

Forms shall be of steel, of an approved section, and of depth equal to the thickness of the pavement at the edge. The base of the forms shall be of sufficient width to provide necessary stability in all directions. The flange braces must extend outward on the base to not less than $\frac{2}{3}$ the height of the form.

All forms shall be rigidly supported on bed of thoroughly compacted material during the entire operation of placing and finishing the concrete. Forms shall be provided with adequate devices for secure setting so that when in place, they will withstand, without visible spring or settlement, the impact and vibration of the consolidation and finishing or paving equipment.

Mixing Concrete

The concrete may be mixed at the site of the work in a central-mix plant, or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time will be measured from the time all materials, except water, are in the drum. Ready-mixed concrete shall be mixed and delivered in accordance with requirements of AASHTO M 157, except that the minimum required revolutions at the mixing speed for transit-mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions

recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer. The Contractor shall furnish test data acceptable to the Engineer verifying that the make and model of the mixer will produce uniform concrete conforming to the provision of AASHTO M 157 at the reduced number of revolutions shown on the serial plate.

When mixed at the site or in a central mixing plant, the mixing time shall not be less than fifty (50) seconds nor more than ninety (90) seconds, unless mixer performance tests prove adequate mixing of the concrete in a shorter time period.

Four (4) seconds shall be added to the specified mixing time if timing starts at the instant the skip reaches its maximum raised position. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate attached on the mixer. Any concrete mixed less than the specified time shall be discarded and disposed off by the Contractor at his expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic metre, as shown on the manufacturer's standard rating plate on the mixer, except that an overload up to ten (10) percent above the mixer's nominal capacity may be permitted provided concrete test data for strength, segregation, and uniform consistency are satisfactory, and provided no spillage of concrete takes place.

The batches shall be so charged into the drum that a portion of the mixing water shall be entered in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first fifteen (15) seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators or non-agitating truck specified in Subsection 311.3.2, Equipment. The time elapsed from the time water is added to the mix until the concrete is deposited in place at the Site shall not exceed forty five (45) minutes when the concrete is hauled in non-agitating trucks, nor ninety (90) minutes when hauled in truck mixers or truck agitators, except that in hot weather or under other conditions contributing to quick hardening of the concrete, the maximum allowable time may be reduced by the Engineer.

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

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

Retempering concrete by adding water or by other means shall not be permitted, except that when concrete is delivered in truck mixers, additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements, if permitted by the Engineer, provided all these operations are performed within forty-five (45) minutes after the initial mixing operation and the water-cement ratio is not exceeded. Concrete that is not within the specified slump limits at the time of placement shall not be used. Admixtures for increasing the workability or for accelerating the setting of the concrete will be permitted only when specifically approved by the Engineer.

Limitation of Mixing

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

During hot weather, the Engineer shall require that steps be taken to prevent the temperature of mixed concrete from exceeding a maximum temperature of 90°F (32°C)

Concrete not in place within ninety (90) minutes from the time the ingredients were charged into the mixing drum or that has developed initial set shall not be used. Retempering of concrete or mortar which has partially hardened, that is remixing with or without additional cement, aggregate, or water, shall not be permitted.

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete.

Placing Concrete

Concrete shall be deposited in such a manner to require minimal rehandling. Unless truck mixers or non-agitating hauling equipment are equipped with means to discharge concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade in such a manner as to prevent segregation. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

When concrete is to be placed adjoining a previously constructed lane and mechanical equipment will be operated upon the existing lane, that previously constructed lane shall have attained the strength for fourteen (14) day concrete. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after three (3) days. Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies, by means of vibrators inserted in the concrete. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than fifteen (15) seconds in any one location.

Concrete shall be deposited as near as possible to the expansion and contraction joints without disturbing them, but shall not be dumped from the discharge bucket or hopper into a joint assembly unless the hopper is well centered on the joint assembly. Should any concrete material fall on or be worked into the surface of a complete slab, it shall be removed immediately.

Test Specimens

As work progresses, at least one (1) set consisting of three (3) concrete beam test specimens, 150 mm x 150 mm x 525 mm or 900 mm shall be taken from each 330 m² of pavement, 200 mm depth, or fraction thereof placed each day. Test specimens shall be made under the supervision of the Engineer, and the Contractor shall provide all concrete and other facilities necessary in making the test specimens and shall protect them from damage by construction operations. Cylinder samples shall not be used as substitute for determining the adequacy of the strength of concrete.

The beams shall be made, cured, and tested in accordance with AASHTO T 23 (Standard Method of Test for Making and Curing Concrete Test Specimens in the Field) and T 97 (Standard Method of Test for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading))

Concrete compressive strength = 4000 psi

Rebar tensile yield strength = Grade 40 (40,000 psi)

Strike-off of Concrete and Placement of Reinforcement

Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the Plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement will be at the elevation shown on the Plans. When reinforced concrete pavement is placed in two (2) layers, the bottom layer shall be struck off and consolidated to such length and depth that the sheet of fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off and screeded. Any portion of the bottom layer of concrete which has been placed more than 30 minutes without being covered with the top layer shall be removed and replaced with freshly mixed concrete at the Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be firmly positioned in advance of concrete placement or it may be placed at the depth shown on the Plans in plastic concrete, after spreading by mechanical or vibratory means.

Reinforcing steel shall be free from dirt, oil, paint, grease, mill scale and loose or thick rust which could impair bond of the steel with the concrete.

Joints

Joints shall be constructed of the type and dimensions, and at the locations required by the Plans or Special Provisions. All joints shall be protected from the intrusion of injurious foreign material until sealed.

1. Longitudinal Joint

Deformed steel tie bars of specified length, size, spacing and materials shall be placed perpendicular to the longitudinal joints, they shall be placed by approved mechanical equipment or rigidly secured by chair or other approved supports to prevent displacement. Tie bars shall not be painted or coated with asphalt or other materials or enclosed in tubes or sleeves. When shown on the Plans and when adjacent lanes of pavement are constructed separately, steel side forms shall be used which will form a keyway along the construction joint. Tie bars, except those made of rail steel, may be bent at right angles against the form of the first lane constructed and straightened into final position before the concrete of the adjacent lane is placed, or in lieu of bent tie bars, approved two-piece connectors may be used.

Longitudinal formed joints shall consist of a groove or cleft, extending downward from and normal to, the surface of the pavement. These joints shall be effected or formed by an approved mechanically or manually operated device to the dimensions and line indicated on the Plans and while the concrete is in a plastic state. The groove or cleft shall be filled with either a premolded strip or poured material as required.

The longitudinal joints shall be continuous, there shall be no gaps in either transverse or longitudinal joints at the intersection of the joints.

Longitudinal sawed joints shall be cut by means of approved concrete saws to the depth, width and line shown on the Plans. Suitable guide lines or devices shall be used to assure cutting the longitudinal joint on the true line. The longitudinal joint shall be sawed before the end of the curing period or shortly thereafter and before any equipment or vehicles are allowed on the pavement. The sawed area shall be thoroughly cleaned and, if required, the joint shall immediately be filled with sealer.

Longitudinal pavement insert type joints shall be formed by placing a continuous strip of plastic materials which will not react adversely with the chemical constituent of the concrete.

2. Transverse Expansion Joint

The expansion joint filler shall be continuous from form to form, shaped to subgrade and to the keyway along the form. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used.

The expansion joint filler shall be held in a vertical position. An approved installing bar, or other device, shall be used if required to secure preformed expansion joint filler at the proper grade and alignment during placing and finishing of the concrete. Finished joint shall not deviate more than 6 mm from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

3. Transverse Contraction Joint/Weakened Joint

When shown on the Plans, it shall consist of planes of weakness created by forming or cutting grooves in the surface of the pavement and shall include load transfer assemblies. The depth of the weakened plane joint should at all times not be less than 50 mm, while the width should not be more than 6 mm.

- a. **Transverse Strip Contraction Joint.** It shall be formed by installing a parting strip to be left in place as shown on the Plans.
- b. **Formed Groove.** It shall be made by depressing an approved tool or device into the plastic concrete. The tool or device shall remain in place at least until the concrete has attained its initial set and shall then be removed without disturbing the adjacent concrete, unless the device is designed to remain in the joint.
- c. **Sawed Contraction Joint.** It shall be created by sawing grooves in the surface of the pavement of the width not more than 6 mm, depth should at all times not be less than 50 mm, and at the spacing and lines shown on the Plans, with an approved concrete saw. After each joint is sawed, it shall be thoroughly cleaned including the adjacent concrete surface.

Sawing of the joint shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking takes place. If necessary, the sawing operations shall be carried on during the day or night, regardless of weather conditions. The sawing of any joint shall be omitted if crack occurs at or near the joint location prior to the time of sawing. Sawing shall be discounted when a crack develops ahead of the saw. In general, all joints should be sawed in sequence. If extreme condition exist which make it impractical to prevent erratic cracking by early sawing, the contraction joint groove shall be formed prior to initial set of concrete as provided above.

4. Transverse Construction Joint

It shall be constructed when there is an interruption of more than 30 minutes in the concreting operations. No transverse joint shall be constructed within 1.50 m of an expansion joint, contraction joint, or plane of weakness. If sufficient concrete has been mixed at the time of

interruption to form a slab of at least 1.5 m long, the excess concrete from the last preceding joint shall be removed and disposed off as directed.

5. Load Transfer Device

Dowel, when used, shall be held in position parallel to the surface and center line of the slab by a metal device that is left in the pavement.

The portion of each dowel painted with one coat of lead or tar, in conformance with the requirements of Item 404, Reinforcing Steel, shall be thoroughly coated with approved bituminous materials, e.g., MC-70, or an approved lubricant, to prevent the concrete from binding to that portion of the dowel. The sleeves for dowels shall be metal designed to cover 50 mm plus or minus 5 mm (1/4 inch), of the dowel, with a watertight closed end and with a suitable stop to hold the end of the sleeves at least 25 mm (1 inch) from the end of the dowel.

In lieu of using dowel assemblies at contraction joints, dowel may be placed in the full thickness of pavement by a mechanical device approved by the Engineer.

Final Strike-off (Consolidation and Finishing)

1. Sequence

The sequence of operations shall be the strike-off and consolidation, floating and removal of laitance, straight-edging and final surface finish. Work bridges or other devices necessary to provide access to the pavement surface for the purpose of finishing straight-edging, and make corrections as hereinafter specified, shall be provided by the Contractor.

In general, the addition of water to the surface of the concrete to assist in finishing operations will not be permitted. If the application of water to the surface is permitted, it shall be applied as fog spray by means of an approved spray equipment.

2. Finishing Joints

The concrete adjacent to joints shall be compacted or firmly placed without voids or segregation against the joint material assembly, also under and around all load transfer devices, joint assembly units, and other features designed to extend into the pavement. Concrete adjacent to joints shall be mechanically vibrated as required in Subsection 311.3.9, Placing Concrete.

After the concrete has been placed and vibrated adjacent to the joints as required in Subsection 311.3.9, the finishing machine shall be brought forward, operating in a manner to avoid damage or misalignment of joints. If uninterrupted operation of the finishing machine, to over

and beyond the joints causes segregation of concrete, damage to, or misalignment of the joints, the finishing machine shall be stopped when the front screed is approximately 20 cm (8 inches) from the joint. Segregated concrete shall be removed from in front of and off the joint. The front screed shall be lifted and set directly on top of the joint and the forward motion of the finishing machine resumed. When the second screed is close enough to permit the excess mortar in front of it to flow over the joint, it shall be lifted and carried over the joint. Thereafter, the finishing machine may be run over the joint without lifting the screeds, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.

3. Machine Finishing

- a. **Non-vibratory Method.** The concrete shall be distributed or spread as soon as placed. As soon as the concrete has been placed, it shall be struck off and screeded by an approved finishing machine. The machine shall go over each area of pavement as many times and at such intervals as necessary to give the proper compaction and leave a surface of uniform texture. Excessive operation over a given area shall be avoided. The tops of the forms shall be kept clean by an effective device attached to the machine and the travel of the machine on the forms shall be maintained true without wobbling or other variation tending to affect the precision finish.

During the first pass of the finishing machine, a uniform ridge of concrete shall be maintained ahead of the front screed in its entire length.

- b. **Vibratory Method.** When vibration is specified, vibrators for full width vibration of concrete paving slabs, shall meet the requirements in Subsection 311.3.2, Equipment. If uniform and satisfactory density of the concrete is not obtained by the vibratory method at joints, along forms, at structures, and throughout the pavement, the Contractor will be required to furnish equipment and method which will produce pavement conforming to the Specifications. All provisions in item (a) above not in conflict with the provisions for the vibratory method shall govern.

4. Hand Finishing

Hand finishing methods may only be used under the following conditions:

- a. In the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade.
- b. In narrow widths or areas of irregular dimensions where operations of the mechanical equipment is impractical, hand methods may be used.

Concrete, as soon as placed, shall be struck off and screeded. An approved portable screed shall be used. A second screed shall be provided for striking off the bottom layer of concrete if reinforcement is used.

The screed for the surface shall be at least 60 cm (2 feet) longer than the maximum width of the slab to be struck off. It shall be of approved design, sufficiently rigid to retain its shape, and constructed either of metal or other suitable material shod with metal.

Consolidation shall be attained by the use of suitable vibrator or other approved equipment.

In operation, the screed shall be moved forward on the forms with a combined longitudinal and transverse shearing motion, moving always in the direction in which the work is progressing and so manipulated that neither end is raised from the side forms during the striking off process. If necessary, this shall be repeated until the surface is of uniform texture, true to grade and cross-section, and free from porous areas.

5. Floating

After the concrete has been struck off and consolidated, it shall be further smoothed, trued, and consolidated by means of a longitudinal float, either by hand or mechanical method.

- a. **Hand Method.** The hand-operated longitudinal float shall be not less than 365 cm (12 feet) in length and 15 cm (6 inches) in width, properly stiffened to prevent flexibility and warping. The longitudinal float, operated from foot bridges resting on the side forms and spanning but not touching the concrete, shall be worked with a sawing motion while held in a floating position parallel to the road center line, and moving gradually from one side of the pavement to the other. Movement ahead along the center line of the pavement shall be in successive advances of not more than one-half the length of the float. Any excess water or soupy material shall be wasted over the side forms on each pass.
- b. **Mechanical Method.** The mechanical longitudinal float shall be of a design approved by the Engineer, and shall be in good working condition. The tracks from which the float operates shall be accurately adjusted to the required crown. The float shall be accurately adjusted and coordinated with the adjustment of the transverse finishing machine so that a small amount of mortar is carried ahead of the float at all times. The forward screed shall be adjusted so that the float will lap the distance specified by the Engineer on each transverse trip. The float shall pass over each areas of pavement at least two times, but excessive operation over a given area will not be permitted. Any excess water or soupy material shall be wasted over the side forms on each pass.

- c. **Alternative Mechanical Method.** As an alternative, the Contractor may use a machine composed of a cutting and smoothing float or floats suspended from and guided by a rigid frame. The frame shall be carried by four or more visible wheels riding on, and constantly in contact with the side forms. If necessary, following one of the preceding method of floating, long handled floats having blades not less than 150 cm (5 feet) in length and 15 cm (6 inches) in width may be used to smooth and fill in open-textured areas in the pavement. Long-handled floats shall not be used to float the entire surface of the pavement in lieu of, or supplementing, one of the preceding methods of floating. When strike off and consolidation are done by the hand method and the crown of the pavement will not permit the use of the longitudinal float, the surface shall be floated transversely by means of the long-handled float. Care shall be taken not to work the crown out of the pavement during the operation. After floating, any excess water and laitance shall be removed from the surface of the pavement by a 3-m straight-edge or more in length. Successive drags shall be lapped one-half the length of the blade.

6. Straight-edge Testing and Surface Correction

After the floating has been completed and the excess water removed, but while the concrete is still plastic, the surface of the concrete shall be tested for trueness with a 300 cm long straight-edge. For this purpose, the Contractor shall furnish and use an accurate

300-cm straight-edge swung from handles 100 cm (3 feet) longer than one-half the width of the slab. The straight-edge shall be held in contact with the surface in successive positions parallel to the road center line and the whole area gone over from one side of the slab to the other as necessary. Advances along the road shall be in successive stages of not more than one-half the length of the straight-edge. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the requirements for smoothness. Straight-edge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straight-edge and the slab conforms to the required grade and cross-section.

7. Final Finish

If the surface texture is broom finished, it shall applied when the water sheen has practically disappeared. The broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping. The brooming operation should be so executed that the corrugations produced in the surface shall be uniform in appearance and not more than 1.5 mm in depth. Brooming shall be completed before the concrete is in such condition that the surface will be unduly roughened by the operation. The surface thus finished shall be free from rough and porous areas, irregularities, and depressions resulting from improper

handling of the broom. Brooms shall be of the quality size and construction and be operated so as to produce a surface finish meeting the approval of the Engineer. Subject to satisfactory results being obtained and approval of the Engineer, the Contractor will be permitted to substitute mechanical brooming in lieu of the manual brooming herein described.

If the surface texture is belt finished, when straight-edging is complete and water sheen has practically disappeared and just before the concrete becomes non-plastic, the surface shall be belted with 2- ply canvass belt not less than 20 cm wide and at least 100 cm longer than the pavement width. Hand belts shall have suitable handles to permit controlled, uniform manipulation. The belt shall be operated with short strokes transverse to the center line and with a rapid advances parallel to the center line.

If the surface texture is drag finished, a drag shall be used which consists of a seamless strip of damp burlap or cotton fabric, which shall produce a uniform of gritty texture after dragging it longitudinally along the full width of pavement. For pavement 5 m or more in width, the drag shall be mounted on a bridge which travels on the forms. The dimensions of the drag shall be such that a strip of burlap or fabric at least 100 cm wide is in contact with the full width of pavement surface while the drag is used. The drag shall consist of not less than 2 layers of burlap with the bottom layer approximately 15 cm wider than the layer. The drag shall be maintained in such condition that the resultant surface is of uniform appearance and reasonably free from grooves over 1.5 mm in depth. Drag shall be maintained clean and free from encrusted mortar. Drags that cannot be cleaned shall be discarded and new drags be substituted.

Regardless of the method used for final finish, the hardened surface of pavement shall have a coefficient of friction of 0.25 or more. Completed pavement that is found to have a coefficient of friction less than 0.25 shall be grounded or scored by the Contractor at his expense to provide the required coefficient of friction.

8. Edging at Forms and Joints

After the final finish, but before the concrete has taken its initial set, the edges of the pavement along each side of each slab, and on each side of transverse expansion joints, formed joints, transverse construction joints, and emergency construction joints, shall be worked with an approved tool and rounded to the radius required by the Plans. A well - defined and continuous radius shall be produced and a smooth, dense mortar finish obtained. The surface of the slab shall not be unduly disturbed by tilting the tool during the use.

At all joints, any tool marks appearing on the slab adjacent to the joints shall be eliminated by brooming the surface. In doing this, the rounding of the corner of the slab shall not be disturbed. All concrete on top of the joint filler shall be completely removed.

All joints shall be tested with a straight-edge before the concrete has set and correction made if one edge of the joint is higher than the other.

Surface Test

As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 3-m straight-edge or other specified device. Areas showing high spots of more than 3 mm but not exceeding 12 mm in 3 m shall be marked and immediately ground down with an approved grinding tool to an elevation where the area or spot will not show surface deviations in excess of 3 mm when tested with 3 m straight-edge. Where the departure from correct cross-section exceeds 12 mm, the pavement shall be removed and replaced by and at the expense of the Contractor.

Any area or section so removed shall be not less than 1.5 m in length and not less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 1.5 m in length, shall also be removed and replaced.

Curing

Immediately after the finishing operations have been completed and the concrete has sufficiently set, the entire surface of the newly placed concrete shall be cured in accordance with either one of the methods described herein. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or the lack of water to adequately take care of both curing and other requirements, shall be a cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than ½ hour between stages of curing or during the curing period.

In all congested places, concrete works should be designed so that the designed strength is attained.

1. Cotton or Burlap Mats

The surface of the pavement shall be entirely covered with mats. The mats used shall be of such length (or width) that as laid they will extend at least twice the thickness of the pavement beyond the edges of the slab. The mat shall be placed so that the entire surface and the edges of the slab are completely covered. Prior to being placed, the mats shall be saturated thoroughly with water. The mat shall be so placed and weighted down so as to cause them to remain in intimate contact with the covered surface. The mat shall be maintained fully wetted and in position for 72 hours after the concrete has been placed unless otherwise specified.

2. Waterproof Paper

The top surface and sides of the pavement shall be entirely covered with waterproof paper, the units shall be lapped at least 45 cm. The paper shall be so placed and weighted down so as to cause it to remain in intimate contact with the surface covered. The paper shall have such dimension but each unit as laid will extend beyond the edges of the slab

at least twice the thickness of the pavement, or at pavement width and 60 cm strips of paper for the edges. If laid longitudinally, paper not manufactured in sizes which will provide this width shall be securely sewed or cemented together, the joints being securely sealed in such a manner that they do not open up or separate during the curing period. Unless otherwise specified, the covering shall be maintained in place for 72 hours after the concrete has been placed. The surface of the pavement shall be thoroughly wetted prior to the placing of the paper.

3. Straw Curing

When this type of curing is used, the pavement shall be cured initially with burlap or cotton mats, until after final set of the concrete or, in any case, for 12 hours after placing the concrete. As soon as the mats are removed, the surface and sides of the pavement shall be thoroughly wetted and covered with at least 20 cm of straw or hay, thickness of which is to be measured after wetting. If the straw or hay covering becomes displaced during the curing period, it shall be replaced to the original depth and saturated. It shall be kept thoroughly saturated with water for 72 hours and thoroughly wetted down during the morning of the fourth day, and the cover shall remain in place until the concrete has attained the required strength.

4. Impervious Membrane Method

The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place, or if the pavement is cured initially with jute or cotton mats, it may be applied upon removal of the mass. The curing compound shall not be applied during rain.

Curing compound shall be applied under pressure at the rate 4 L to not more than 14 m² by mechanical sprayers. The spraying equipment shall be equipped with a wind guard. At the time of use, the compound shall be in a thoroughly mixed condition with the

pigment uniformly dispersed throughout the vehicle. During application, the compound shall be stirred continuously by effective mechanical means. Hand spraying of odd widths or shapes and concrete surface exposed by the removal of forms will be permitted. Curing compound shall not be applied to the inside faces of joints to be sealed, but approved means shall be used to insure proper curing at least 72 hours and to prevent the intrusion of foreign material into the joint before sealing has been completed. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film be damaged from any cause within the 72 hour curing period, the damaged portions shall be repaired immediately with additional compound.

5. White Polyethylene Sheet

The top surface and sides of the pavement shall be entirely covered with polyethylene sheeting. The units used shall be lapped at least 45 cm. The sheeting shall be so placed and weighted down so as to cause it to remain intimate contact with the surface covered. The sheeting as prepared for use shall have such dimension that each unit as laid will extend beyond the edges of the slab at least twice the thickness of the pavement. Unless otherwise specified, the covering shall be maintained in place for 72 hours after the concrete has been placed.

Removal of Forms

After forms for concrete shall remain in place undisturbed for not less than twenty four (24) hours after concrete pouring. In the removal of forms, crowbars should be used in pulling out nails and pins. Care should be taken so as not to break the edges of the pavement. In case portions of the concrete are spalled, they shall be immediately repaired with fresh mortar mixed in the proportion of one part of Portland Cement and two parts fine aggregates. Major honeycomb areas will be considered as defective work and shall be removed and replaced at the expense of the Contractor. Any area or section so removed shall not be less than the distance between weakened plane joint nor less than the full width of the lane involved.

Sealing Joints

Joints shall be sealed with asphalt sealant soon after completion of the curing period and before the pavement is opened to traffic, including the Contractor's equipment. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign materials including membrane curing compound and the joint faces shall be clean and surface dry when the seal is applied.

The sealing material shall be applied to each joint opening to conform to the details shown on the Plans or as directed by the Engineer. Material for seal applied hot shall be stirred during heating so that localized overheating does not occur. The pouring shall be done in such a manner that the material will not be spilled on the exposed surfaces of the concrete. The use of sand or similar material as a cover for the seal will not be permitted.

Preformed elastomeric gaskets for sealing joints shall be of the cross- sectional dimensions shown on the Plans. Seals shall be installed by suitable tools, without elongation and secured in place with an approved lubricant adhesive which shall cover both sides of the concrete joints. The seals shall be installed in a compressive condition and shall at time of placement be below the level of the pavement surface by approximately 6 mm. The seals shall be in one piece for the full width of each transverse joint.

Protection of Pavement

The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by his own employees and agents. This shall include watchmen to direct traffic and the erection of and maintenance of warning signs, lights, pavement bridges or cross-overs, etc. The Plans or Special

Provisions will indicate the location and type of device or facility required to protect the work and provide adequately for traffic.

All boreholes after thickness and/or strength determinations of newly constructed asphalt and concrete pavements shall be immediately filled/restored with the prescribed concrete/asphalt mix after completion of the drilling works.

Any damage to the pavement, occurring prior to final acceptance, shall be repaired or the pavement be replaced.

Acceptance of Concrete

The strength level of the concrete will be considered satisfactory if the averages of all sets of three (3) consecutive strength test results equal or exceed the specified strength, f_c' and no individual strength test result is deficient by more than 15% of the specified strength, f_c' .

Concrete deemed to be not acceptable using the above criteria may be rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by failed test results is acceptable in place. At least three (3) representative cores shall be taken from each member or area of concrete in place that is considered deficient. The location of cores shall be determined by the Engineer so that there will be at least impairment of strength of the structure. The obtaining and testing of drilled cores shall be in accordance with AASHTO T 24.

Concrete in the area represented by the cores will be considered adequate if the average strength of the cores is equal to at least 85% of, and if no single core is less than 75% of, the specified strength, f_c' . If the strength of control specimens does not meet the requirements of this Subsection, and it is not feasible or not advisable to obtain cores from the structure due to structural considerations, payment of the concrete will be made at an adjusted price due to strength deficiency of concrete specimens as specified hereunder:

Deficiency in Strength of Concrete Specimens, Percent (%)	Percent (%) of Contract Price Allowed
5 to less than 10	80
10 to less than 15	70
15 to less than 20	60
20 to less than 25	50
25 or more	0

Opening to Traffic

The Engineer will decide when the pavement may be opened to traffic. The road will not be opened to traffic until test specimens molded and cured in

accordance with AASHTO T 23 have attained the minimum strength requirements in Subsection 311.2.11. If such tests are not conducted prior to the specified age the pavement shall not be operated to traffic until 14 days after the concrete was placed. Before opening to traffic, the pavement shall be cleaned and joint sealing completed.

Tolerance and Pavement thickness

1. General

The thickness of the pavement will be determined by measurement of cores from the completed pavement in accordance with AASHTO T 148.

The completed pavement shall be accepted on a lot basis. A lot shall be considered as 1000 linear meters of pavement when a single traffic lane is poured or 500 linear meters when two lanes are poured concurrently. The last unit in each slab constitutes a lot in itself when its length is at least $\frac{1}{2}$ of the normal lot length. If the length of the last unit is shorter than $\frac{1}{2}$ of the normal lot length, it shall be included in the previous lot.

Other areas such as intersections, entrances, crossovers, ramp, etc., will be grouped together to form a lot. Small irregular areas may be included with other unit areas to form a lot.

Each lot will be divided into five (5) equal segments and one core will be obtained from each segment in accordance with AASHTO T 24.2. **Pavement Thickness**

It is the intent of this Specification that the pavement has a uniform thickness as called for on the Plans for the average of each lot as defined. After the pavement has met all surface smoothness requirements, cores for thickness measurements will be taken.

In calculating the average thickness of the pavement, individual measurements which are in excess of the specified thickness by more than 5 mm will be considered as the specified thickness plus 5 mm and measurement which are less than the specified thickness by more than 25 mm shall not be included in the average. When the average thickness for the lot is deficient, the contract unit price will be adjusted for thickness in accordance with paragraph (3 below).

Individual areas within a segment found deficient in thickness by more than 25 mm shall be evaluated by the Engineer, and if in his judgment, the deficient areas warrant removal, they shall be removed and replaced by the Contractor with pavement of the specified thickness at his entire expense. However, if the evaluation of the Engineer is that the deficient area should not be removed and replaced, such area will not be paid.

When the measurement of any core is less than the specified thickness by more than 25 mm, the actual thickness of the pavement in this area will be determined by taking additional cores at no less than 5 m intervals

parallel to the center line in each direction from the affected location until a core is found in each direction, which is not deficient in thickness by more than 25 mm. The area of slab for which no payment will be made shall be the product of the paving width multiplied by the distance along the center line of the road between transverse sections found not deficient in thickness by more than 25 mm. The thickness of the remainder of the segment to be used to get the average thickness of each lot shall be determined by taking the average thickness of additional cores which are not deficient by more than 25 mm.

3. Adjustment for Thickness

When the average thickness of the pavement per lot is deficient, payment for the lot shall be adjusted as follows:

Deficiency in the Average	Percent (%) of Contract
0 – 5	100% payment
6 – 10	95% payment
11 – 15	85% payment
16 – 20	70% payment
21 – 25	50% payment
More than 25	Remove and replace/ No payment

No acceptance and final payment shall be made on completed pavement unless core test for thickness determination is conducted, except for Barangay Roads where the implementing office is allowed to waive such test.

Measurement and Payment

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, tools equipment and other incidentals necessary for the satisfactory implementation of this requirements.

TS -7 COMPACTION EQUIPMENT AND DENSITY CONTROL STRIPS

Description

When specified, this procedure will be used to determine density requirements of selected embankments, subgrade, bases, and bituminous concrete. The procedure will consist of control strip construction to establish target densities for the specified course plus use of sand-cone method of density testing equipment to determine in-place densities obtained during the construction process.

Construction Requirements

Compaction Equipment

Compaction equipment shall be capable of obtaining compaction requirements without detrimentally affecting the compacted material. The equipment shall be modern, efficient compacting units approved by the Engineer. The compacting units may be of any type, provided they are capable of compacting each lift of material as specified and meet the minimum requirements as contained herein. Minimum requirements for rollers are as follows:

1. Sheepfoot, tamping or grid rollers shall be capable of exerting a force of 45 Newton per millimeter (250 pounds per inch) of length of roller drum.
2. Steel-wheel rollers other than vibratory shall be capable of exerting a force of not less than 45 Newton per millimeter of width of the compression roll or rolls.
3. Vibratory steel-wheel rollers shall have a minimum mass of 6 tonnes. The compactor shall be equipped with amplitude and frequency controls and specifically designed to compact the material on which it is used.
4. Pneumatic-tire rollers shall have smooth tread tires of equal size that will provide a uniform compacting pressure for the full width of the roller and capable of exerting a ground pressure of at least 550 kpa (80 pounds per square inch).
5. Heavier compacting unit may be required to achieve the specified density of the embankment.

Construction of Control Strips and Determination of Target Density

To determine target density, a control strip shall be constructed at the beginning of work each course of material to be compacted. Each control strip, constructed to acceptable density and surface tolerances shall remain in place and become a section of the completed roadway. Unacceptable control strip shall be corrected or removed and replaced at the Contractor's expense. A control strip shall have an area of approximately 335 square meters and shall be of the same depth specified for the construction of the course which it represents.

The materials used in the construction of the control strip shall conform to the specification requirements. They shall be furnished from the same source and shall be of the same type to be used in the remainder of the course represented by the control strip. The underlying grade or pavement structure upon which a control strip is to be constructed shall have the prior approval of the Engineer.

The equipment used in the construction of the control strip shall be approved by the Engineer and shall be of the same type and mass to be used on the remainder of the course represented by the control strip. Compaction of control strips shall commence immediately after the course has been placed to the specified thickness, and shall be continuous and uniform over the entire surface. Compaction of the control strip shall be continued until no discernible increase in density can be obtained by additional compactive effort.

Upon completion of the compaction, the mean density of the control strip will be determined by averaging the results of ten in-place density tests taken at

randomly selected sites within the control strip. The mean density of the control strip shall be the target density for the remainder of the course which it represents.

If the mean density of the control strip is less than 98 percent of the density of laboratory compacted specimens as determined by testing procedures appropriate for the material being placed, the Engineer may order the construction of another control strip when: A new control strip may also be ordered by the Engineer or requested by the Contractor

1. A change in the material or job-mix formula, is made.
2. Ten days of production have been accepted without construction of a new control strip.
3. There is reason to believe that a control strip density is not representative of the material being placed.

Measurement and Payment

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, tools equipment and other incidentals necessary for the satisfactory implementation of this requirements.

TS - 8 CLEARING AND DEMOBILIZATION

Before moving out, the contractor shall restore the orderly state of worksite by clearing all temporary structures. Remove all excess/waste materials and store in designated areas.

Before the Contractor will demobilize its construction equipment/ tools, materials and crew, he shall secure approval from NPC security office for the release of the contractor's equipment and to surrender the workers Identification (I.D) cards. A joint inspection with the NPC inspector and Contractor will be conducted to make sure that all his accomplishment / work that needs remedial attention or correction shall be done prior to the Issuance of the Certificate of Completion. The Certificate of Completion will serve as basis for the processing of payments.

Section VII. Drawings

Sheet No. 1/8- LOCATION PLAN

Sheet No. 2/8- TOPOGRAPHIC MAP OF SITE NO. 3

Sheet No. 3/8- TOPOGRAPHIC MAP OF SITE NO. 2

Sheet No. 4/8- TOPOGRAPHIC MAP OF SITE NO. 1

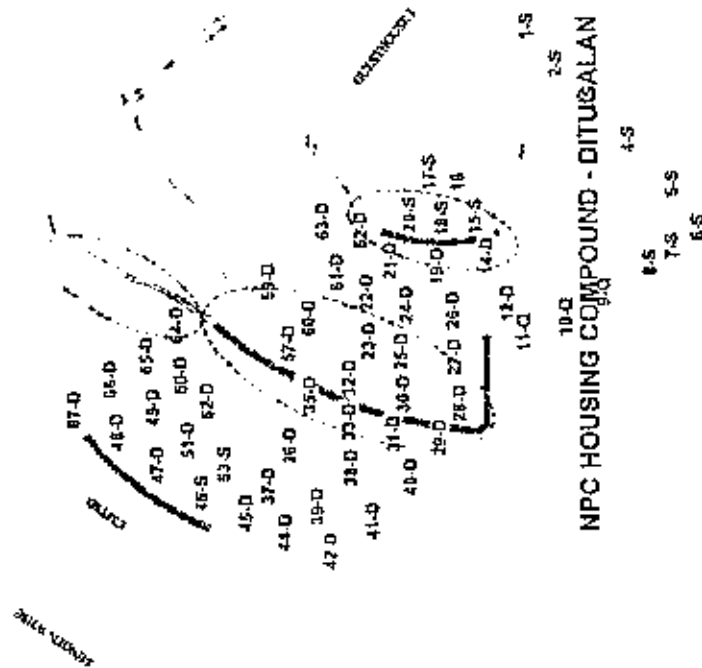
Sheet No. 5/8-NORMAL ROAD SECTION (CUT SECTION), NORMAL ROAD
SECTION (CUT & FILL SECTION), NORMAL ROAD SECTION
(FILL SECTION)

Sheet No. 6/8-TYPICAL ROAD DETAIL, SECTION A-A, SECTION B-B-,
SAWED/WEAKENED JOINT, WOODEN/STEEL FORM

Sheet No. 7/8- CHB CANAL LAYOUT, CHB CANAL AND DRIVEWAY DETAILS

Sheet No. 8/8- SAFETY SIGNAGE

SITE 3
SITE 1
SITE 2



LOCATION PLAN
SCALE: 1:1000



NATIONAL POWER CORPORATION
KINDERGARTEN ST. BULACAN
POWER REVENUE AND MAINTENANCE DIVISION
GENERAL SERVICES AND MAINTENANCE

DESIGNED BY

[Signature]
DESIGNED BY

CHECKED BY

[Signature]
CHECKED BY

APPROVED BY

[Signature]
APPROVED BY

APPROVED BY

[Signature]
APPROVED BY

PROJECT: REHABILITATION OF ROADWAY AND DRAINAGE CANAL AT NPC HOUSING COMPOUND

LOCATION: NPC HOUSING COMPOUND - DITU SALAN, BULACAN CITY

DESIGNED BY: M. D. RODRIGUEZ

CHECKED BY: M. D. RODRIGUEZ

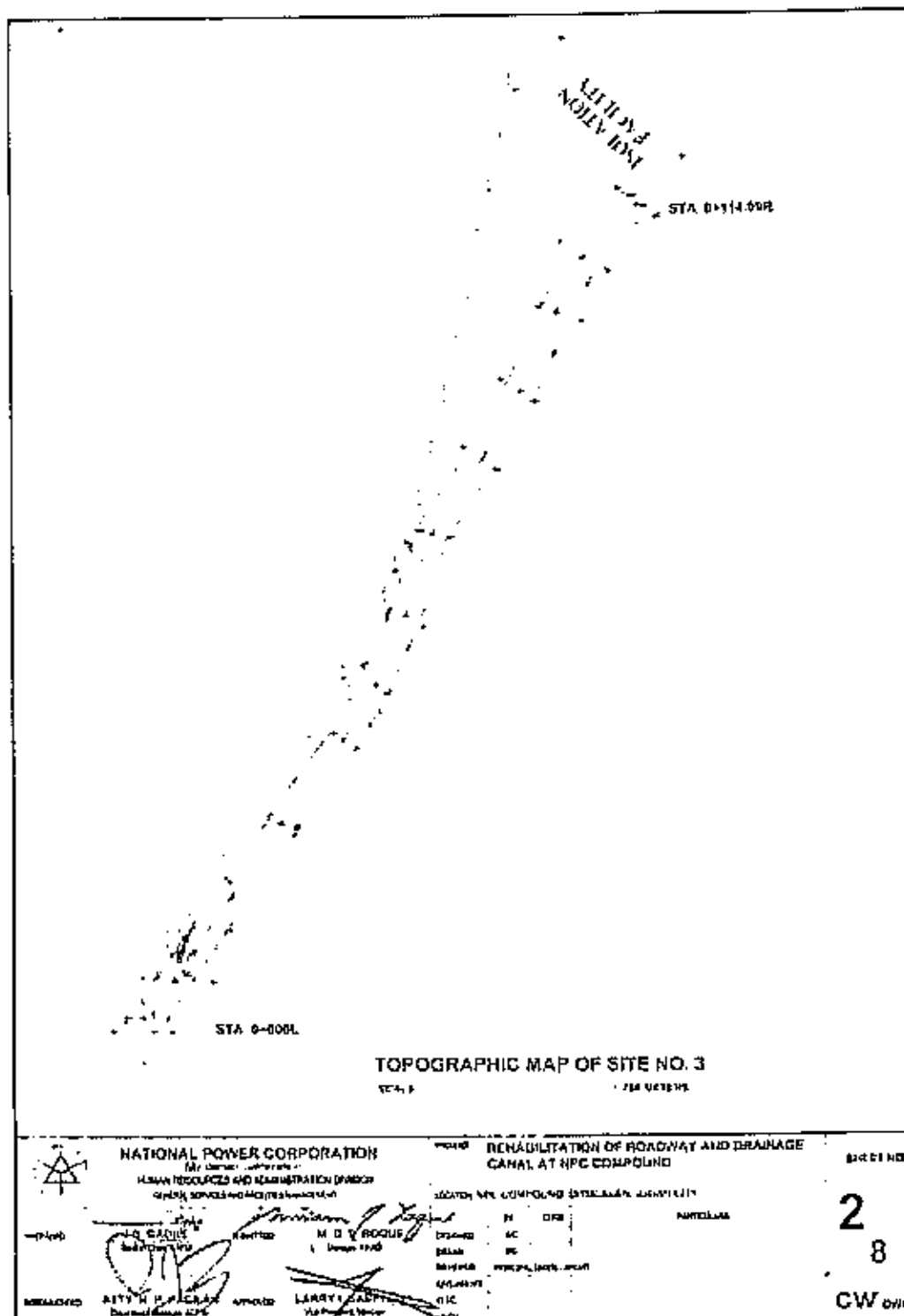
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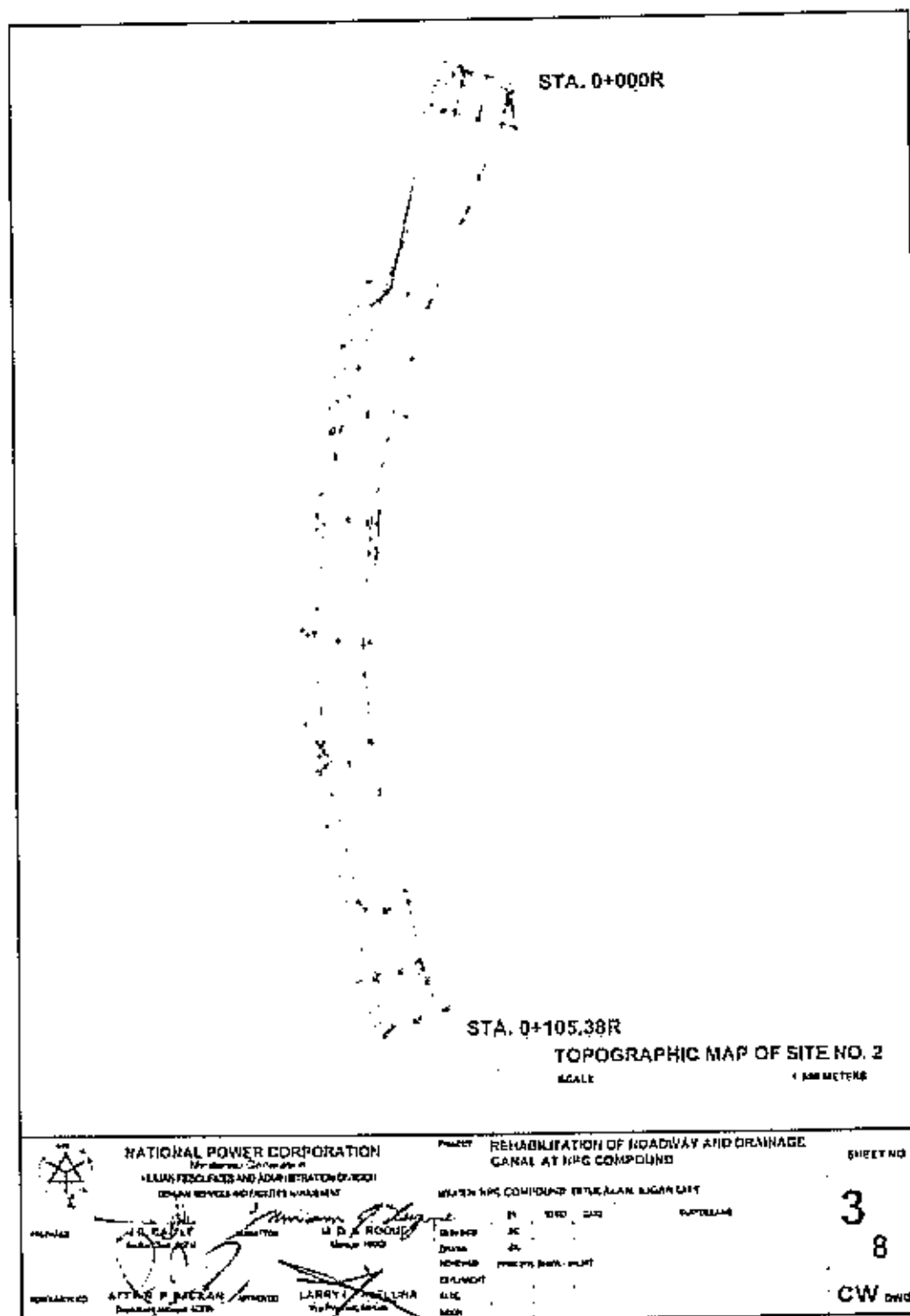
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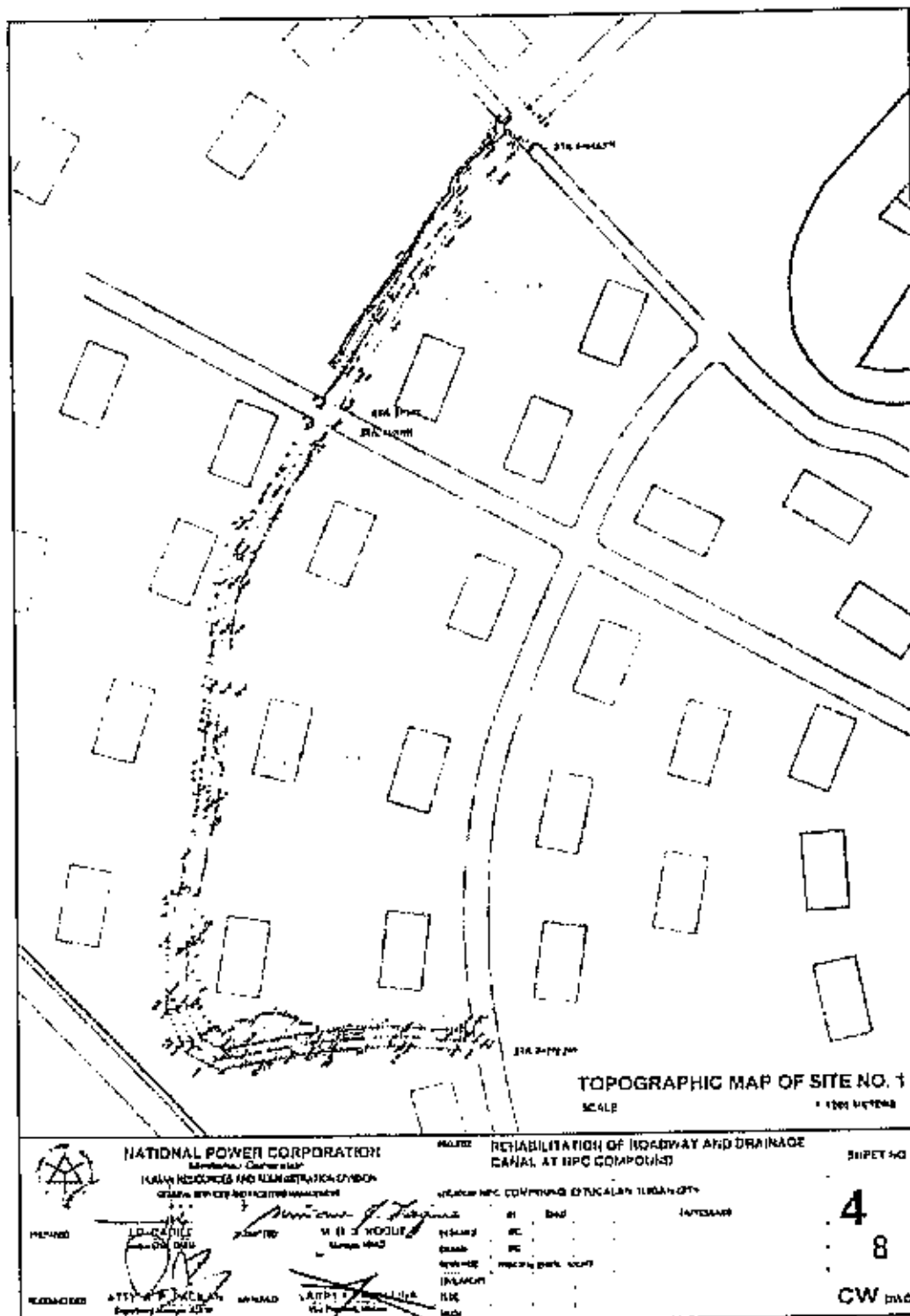
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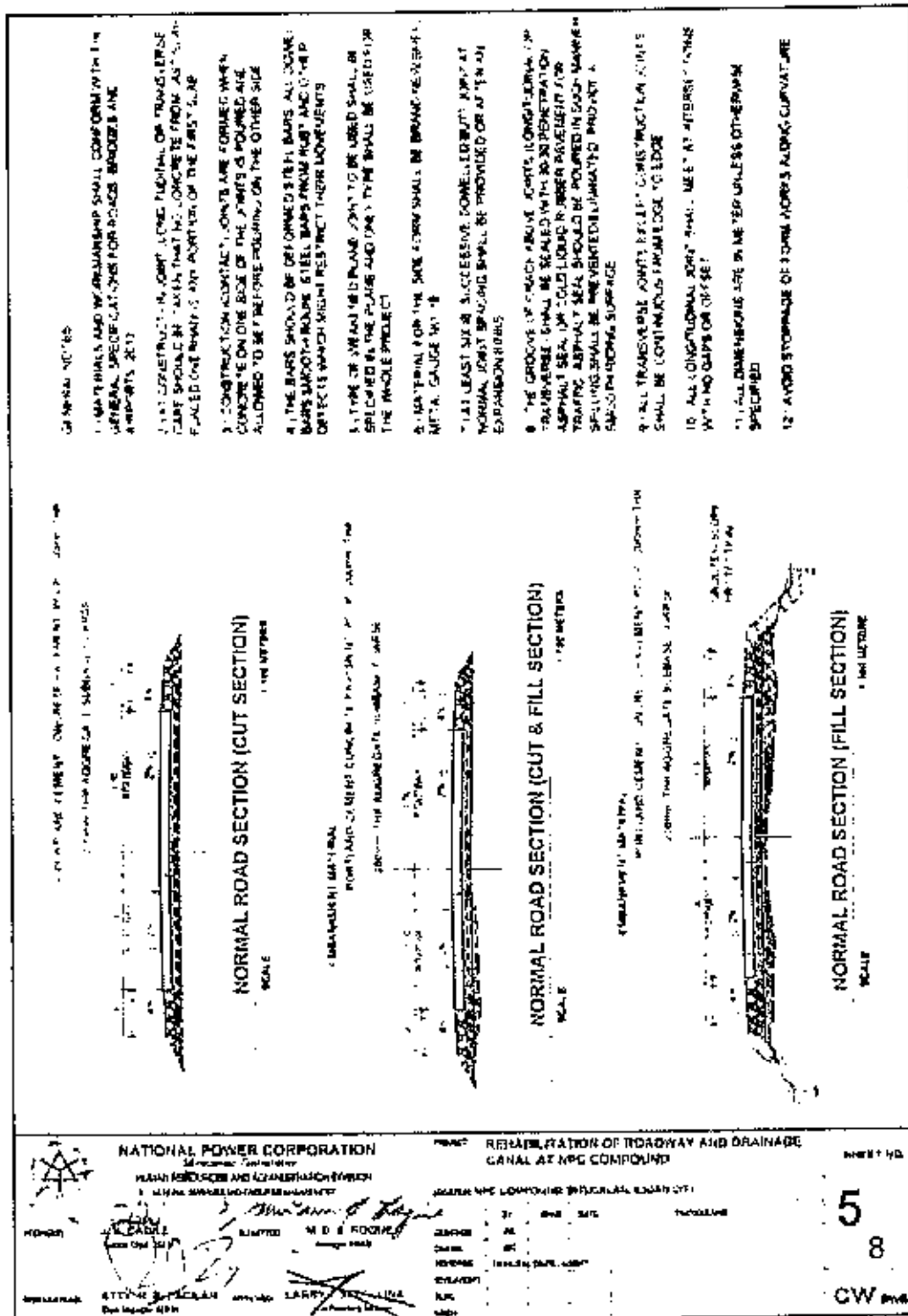
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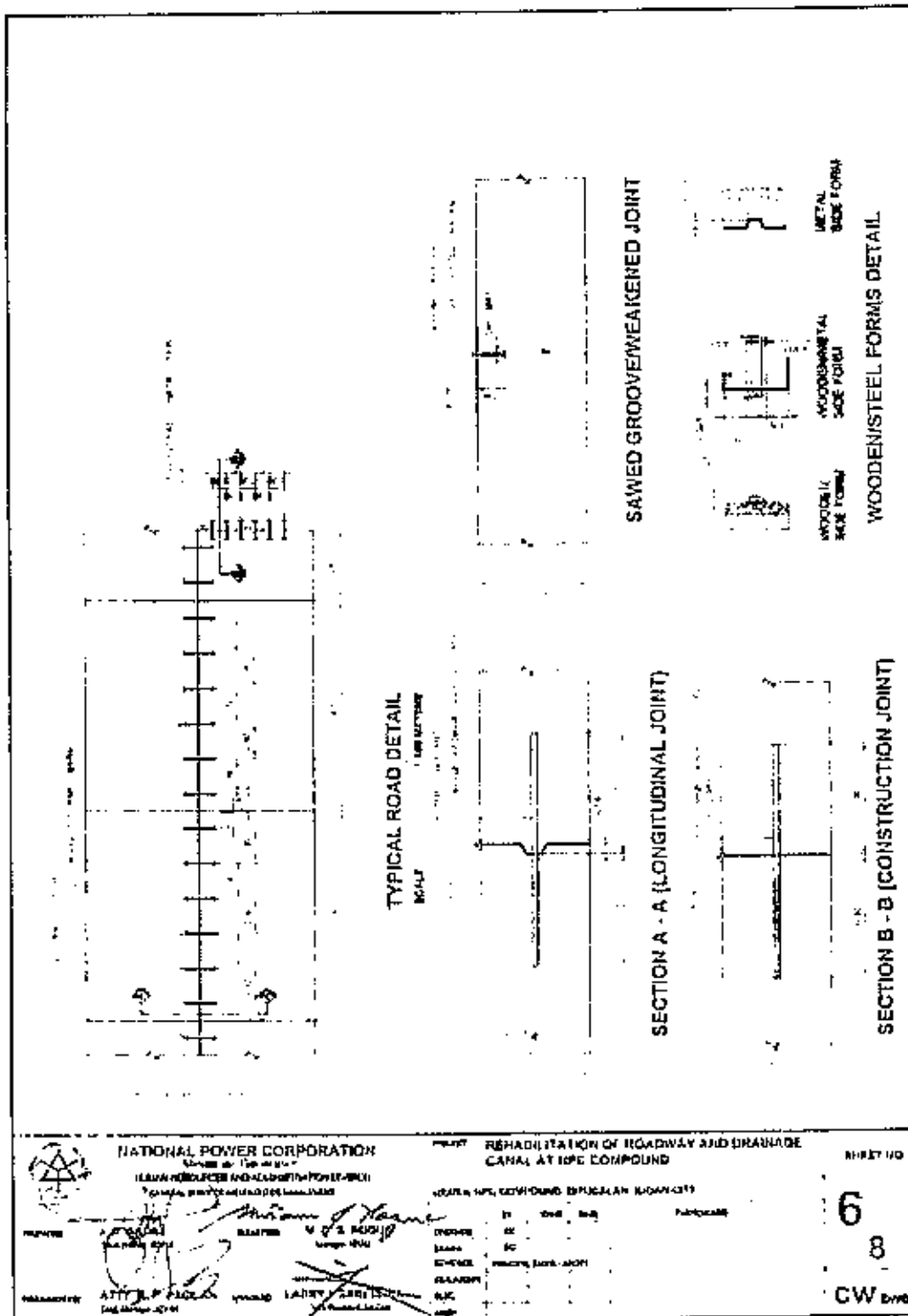
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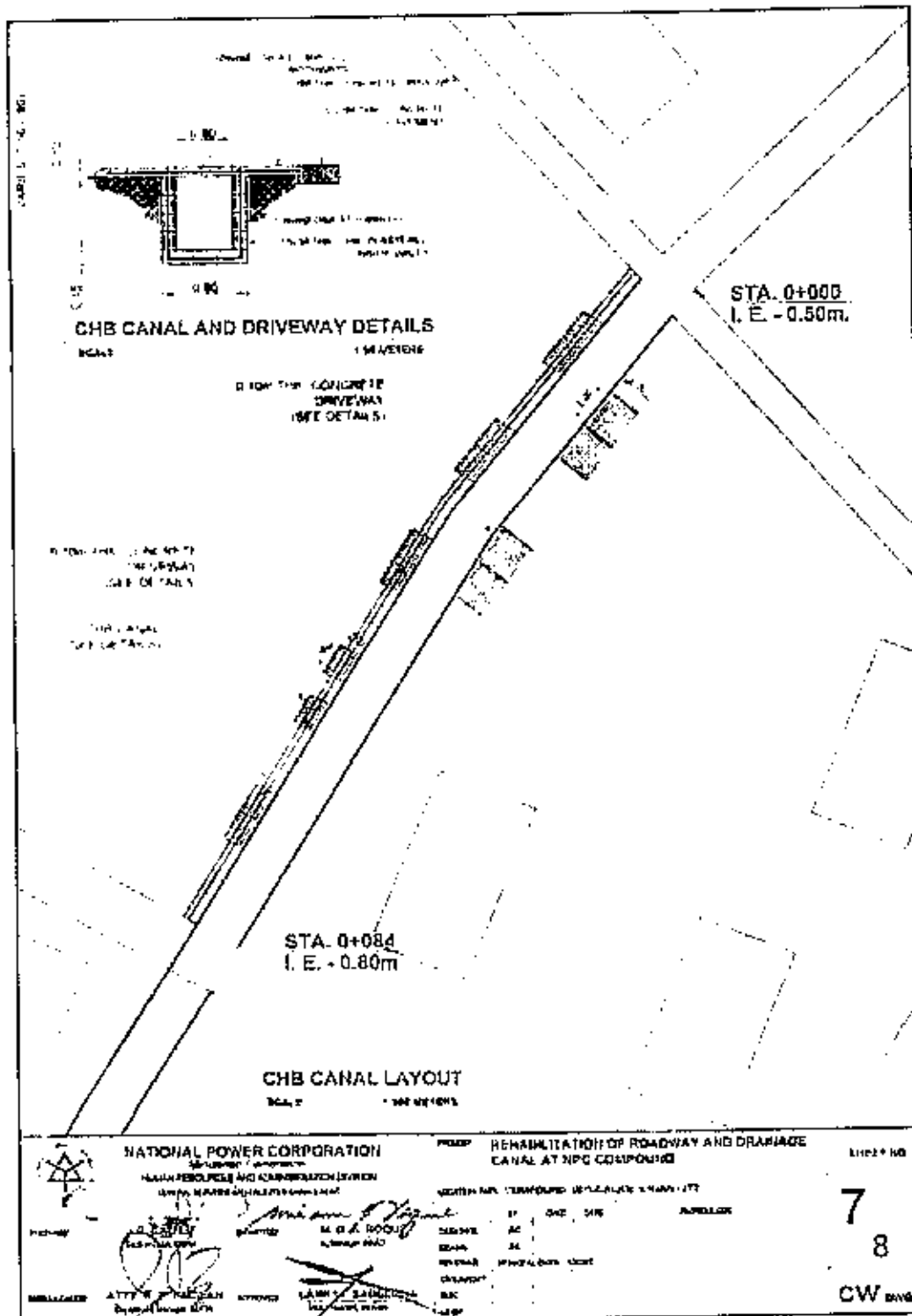












QTY: 4.000

QTY: 1.000

QTY: 4.000

QTY: 4.000

QTY: 4.000

NOTES

1. All signs must be made of reflective material.

2. Signs must be placed at least 100m before the work area.

3. Signs must be maintained throughout the project.

4. Signs must be removed after the project is completed.

NATIONAL POWER CORPORATION

MANAGEMENT AND ADMINISTRATION DIVISION

1000 POWER PLANT COMPOUND

Project: *Rehabilitation of Roadway and Drainage Canal*

Manager: *M. D. SINDO*

Supervisor: *LARRY*

PROJECT: REHABILITATION OF ROADWAY AND DRAINAGE CANAL AT NPC COMPOUND

Location: *1000 POWER PLANT COMPOUND*

Scale: *1:100*

Drawn: *10/10/2024*

Checked: *10/10/2024*

Approved: *10/10/2024*

SHEET NO.

8

8

SN DWG

Section VIII. Bill of Quantities

BID DOCUMENTS

NAME OF PROJECT: REHABILITATION OF ROADWAY AND DRAINAGE CANAL
PR NO./REF. NO MG-ADM24-004/JNFR2024-ADM-016

SECTION VIII - BILL OF QUANTITIES

(Name of Project) : REHABILITATION OF ROADWAY AND DRAINAGE CANAL

(PR #) :

BILL OF QUANTITIES

Item No.	Description of Work or Materials	Estimated Quantity	Unit	Unit Price in Pesos (Words and Figures)	Total Amount
1	CONSTRUCTION SAFETY AND HEALTH PROGRAM	1.00	lot	(PHP) PHP	
2	PROFILE LEVELING AND AS STAKE SURVEY	1.00	lot	(PHP) PHP	
3	FIELD DENSITY TEST	9.00	holes		

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL
PR NO./REF. NO. MG-ADM24-004/INFR2024-ADM-016

4	EXCAVATION	595.82 cu.m.	(PHP)	PHP
5	SUB-BASE COURSE INCLUDING COMPACTION	602.60 cu.m.	(PHP)	PHP
6	PORTLAND CEMENT CONCRETE PAVEMENT (T=0.20M, W=5.0M)	524.00 cu.m.	(PHP)	PHP
7	SHOULDERING, BOTH SIDES	209.60 cu.m.	(PHP)	PHP
8	CHB CANAL	84.00 LM	(PHP)	PHP

BID DOCUMENTS

NAME OF PROJECT: REHABILITATION OF ROADWAY AND
DRAINAGE CANAL
PR NO./REF. NO.: MG-ADM24-004/INFR2024-ADM-016

9 CONCRETE DRIVEWAY

8.40 cu.m.

(PHP) PHP

Name of Firm

Name and Signature of Authorized Representative

Designation

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

- I. **TECHNICAL COMPONENT ENVELOPE** *(Submit in three (3) copies- one (1) marked Original with the understanding that the Pass/Fail evaluation will be based only on the copy marked "Original")*

Class "A" Documents

Legal Documents

- ☒ (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) *in accordance with Section 8.5.2 of the IRR; or*

Technical Documents

- ☒ (b) 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, *using NPC-MinGen Standard Form No. NPCMGNSF-INFR-01; and*
- ☒ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules, *using NPC-MinGen Standard Form No. NPCMGNSF-INFR-02 supported with the following documents:*
- *Contract and/or Notice to Proceed;*
 - *For project completed less than one year from the scheduled date of bid opening, submit Certificate of Completion;*
 - *For project completed at least one year from the scheduled date of bid opening, submit Owner's Certificate of Final Acceptance issued by the project owner other than the contractor, or a final rating of at least Satisfactory in the Constructor's Performance Evaluation System (CPES);*
 - *In case of contracts with the private sector, an equivalent document (Ex. Official receipt) shall be submitted.*
- and
- ☒ (d) Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; and
- ☒ (e) Original copy of Bid Security. If in the form of a Surety Bond, *using NPC-MinGen Standard Form No. NPCMGNSF-INFR-03a*, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration using *NPC-MinGen Standard Form No. NPCMGNSF-INFR-03b*; and
- ☒ (f) Project Requirements, which shall include the following:
- ☒ a. Organizational chart for the contract to be bid *using NPC-MinGen Standard Form No. NPCMGNSF-INFR-04;*
 - ☒ 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, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-05, 6a, 6b & 07;
- ☒ 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, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-08 and its supporting documents; and
- ☒ (g) Original duly signed Omnibus Sworn Statement (OSS), using any of the following NPC-MinGen Standard Forms No.:
NPCMGNSF-INFR-09a – for Sole Proprietorship;
or
NPCMGNSF-INFR-09b – for Partnership/Cooperative/Corporation/
Joint Venture with the following supporting documents:
- and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☒ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) using NPC-MinGen Standard Form No. NPCMGNSF-INFR-10.

Class "B" Documents

- ☒ (i) 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, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-11;
- or
 duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE *[Submit in three (3) copies- one (1) marked Original with the understanding that the Pass/Fail evaluation will be based only on the copy marked "Original"]*

- ☒ (j) Original of duly signed (each and every page) and accomplished Financial Bid Form, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-12;
and
Other documentary requirements under RA No. 9184
- ☒ (k) Original of duly signed (each and every page) Bid Prices in the Bill of Quantities, using given form in Section VIII; and
- ☒ (l) Duly signed (each and every page) and accomplished Detailed Estimates Form using NPC-MinGen Standard Form No. NPCMGNSF-INFR-13,

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

PR NO/REF. NO : MG-ADM24-004/INFR2024-ADM-016

including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid using NPC form NPCMGNSF-INFR-14; and

- ☒ (m) Cash Flow by Quarter or Month, as applicable (duly signed each and every page)

STANDARD BIDDING FORMS

NPC-MINDANAO GENERATION

- | | | |
|-------------------|---|---|
| NPCMGNSF-INFR-01 | - | List of all Ongoing Government & Private Construction Contracts Including Contracts Awarded but not yet Started |
| NPCMGNSF-INFR-02 | - | Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid |
| NPCMGNSF-INFR-03a | - | Form of Bid Security : Surety Bond |
| NPCMGNSF-INFR-03b | - | Bid Securing Declaration Form |
| NPCMGNSF-INFR-04 | - | Contractor's Organizational Chart for the Project |
| NPCMGNSF-INFR-05 | - | List of Key Personnel Proposed to be Assigned to the Project |
| NPCMGNSF-INFR-6a | - | Key Personnel's Certificate of Employment (Professional Personnel) |
| NPCMGNSF-INFR-6b | - | Key Personnel's Certificate of Employment (Construction Safety and Health Practitioner) |
| NPCMGNSF-INFR-07 | - | Key Personnel's Bio-Data |
| NPCMGNSF-INFR-08 | - | List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledged to the Proposed Project |
| NPCMGNSF-INFR-09a | - | Omnibus Sworn Statement (Sole Proprietorship) |
| NPCMGNSF-INFR-09b | - | Omnibus Sworn Statement (Partnership/ Cooperative/Corporation//Joint Venture) |
| NPCMGNSF-INFR-10 | - | Computation of Net Financial Contracting Capacity (NFCC) |
| NPCMGNSF-INFR-11 | - | Joint Venture Agreement |
| NPCMGNSF-INFR-12 | - | Bid Form |
| NPCMGNSF-INFR-13 | - | Detailed Cost Estimate Form |
| NPCMGNSF-INFR-14 | - | Summary Sheets of Materials Prices, Labor Rates and Equipment Rental Rates |

NAME OF PROJECT - REHABILITATION OF ROADWAY AND

DRAINAGE CANAL

SECTION IX-CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

PR NO/REF. NO : MG-ADM24-004/INFR2024-ADM-016

Standard Form Number - NPCMGN5F-INF-R-03

List of All Ongoing Government and Private Construction Contracts Including Contract Awarded But Not Yet Started

Business Name _____
Business Address _____

Name of Contract/Location/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
Government								
Private								
						Total	Cost	

The Bidder shall declare in this form all his on-going government and private contracts including contracts where the Bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.

Note: This statement shall be supported with Contract and/or Notice of Award (to be presented by the winning bidder during Postqualification).

Submitted by _____ : _____
(Printed Name & Signature)

	_____ Date
	_____ Designation

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND DRAINAGE CANAL

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

PR NO./REF. NO MG-ADM24-004/INFR2024-ADM-016

Standard Form Number : NPCMGN5F-INFR-02

The Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name :
Business Address :

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid. Stating two (2) or more will disqualify his bid. This Sta shall be supported with:

1. Contract and Notice to Proceed
2. Certificate of Completion (for project completed within the year), or Owner's Certificate of Final Acceptance (for project completed after the lapse of one year) issued by the project owner other than the contractor, or a final rating of at least Satisfactory in the Constructor's Performance Evaluation System (CPES). In case of contracts in the private sector, an equivalent document (Ex. Official Receipt) shall be accepted.

Submitted by :
Designation :
Date :

(Printed Name & Signature)

Standard Form No: NPCMGNSF-INFR-03a

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") and (Name of Surety) of (Name of Country of Surety), authorized to transact business in the Philippines (hereinafter called "the Employer") as Obligees, in the sum of amount in words & figures as prescribed in the bidding documents, callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20_____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____ 20_____, for the _____ (hereinafter called "the Bid").

NOW THEREFORE, the conditions of this obligation are:

- 1) If the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) If the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPS registration certificate within the prescribed period; or
- 4) If the bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - a) Fails or refuses to execute the Contract; or
 - b) Fails or refuses to submit the required valid JVA, if applicable; or
 - c) Fails or refuses to furnish the Performance Security in accordance with the Instruction to Bidders;

Then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) Liable for a greater sum than the specified penalty of this bond, nor
- b) Liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

PR NO./REF. NO : MG-ADM24-004/INFR2024-ADM-016

Standard Form No: NPCMGNSF-INFR-03a

Page 2 of 2

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL

SURETY

SIGNATURE(S)

SIGNATURE(S)

NAME(S) AND TITLE (S)

NAME(S)

SEAL

SEAL

Standard Form No: NPCMGNSF-INFR-03b

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.**BID SECURING DECLARATION**
Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

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]**

Standard Form No: NPCMGNSF-INFR-04

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

NOTES:

1. *This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.*
2. *Each such nominated engineer/key personnel shall comply with and submit their complete qualification and experience data.*
3. *All these are required to be in the Technical Envelope of the Bidder.*

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND DRAINAGE CANAL

PR NO /REF. NO. MG-ADM24-004/INFR2024-ADM-016

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form Number : NPCMGNSE-INFR-05

LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT
(Based on the Minimum Key Personnel Required in the Bidding Documents)

Business Name : _____
Business : _____

DESIGNATION			
1. Name			
2. Address			
3. Date of Birth			
4. Employed Since			
5. Experience			
6. Previous Employment			
7. Education			
8. PRC License			

Required Attachments during Postqualification:

1. Valid PRC License of the (professional) personnel
2. Certificate of Training with accreditation from DOLE of the Construction Safety and Health Officer
3. TESDA Training Certificate (NC II) of Welder or Electrician, whichever is applicable
4. Copy of Diploma and/or Service Record/Certificate of Employment of previous and/or current employer of Foreman, Welder, Plumber or Electrician, whichever is applicable shall be submitted during post qualification by the winning bidder.

Submitted by: _____
(Printed name & Signature)

Designation: _____

Date: _____

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (based on the minimum key personnel required in the bidding documents) to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

NAME OF PROJECT: REHABILITATION OF ROADWAY AND DRAINAGE CANAL

PR NO./REF. NO. MG-ADM24-004/INFR2024-ADM-016

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT
(PROFESSIONAL PERSONNEL)

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

PR NO./REF. NO. MG-ADM24-004/INFR2024-ADM-016

Standard Form No: NPCMGNSF-INFR-06a
Page 2 of 2

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future National Power Corporation bidding or employment with any Contractor doing business with the National Power Corporation.

(Name and Signature)
AFFIANT

REPUBLIC OF THE PHILIPPINES)
City/Municipality of _____)S.S.

SUBSCRIBED AND SWORN TO before me this _____, day of _____, 20____,
affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on
_____ at _____, Philippines.

Notary Public
Until 31 December
20_____

PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz, Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

NAME OF PROJECT : REHABILITATION OF ROADWAY AND DRAINAGE CANAL

PR NO./REF. NO. MG-ADM24-004/INFR2024-ADM-016

**KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT
(CONSTRUCTION SAFETY AND HEALTH PRACTITIONER)**

THE VICE PRESIDENT
National Power Corporation
Mindanao Generation
Maria Cristina, Iligan City

I am (Name of Nominee) a Licensed Engineer with
Professional License No. issued on at
 (date of issuance) (place
of issuance)

I hereby certify that (Name of Bidder) Has engaged my services as
(Designation) for the (Name of Project), if awarded to it.

As (Designation) _____, I supervised the following completed projects
Similar to the contract under bidding:

[illegible]

At present, I am supervising the following projects:

At present, I am supervising the following projects.			DATE COMPLETED
NAME OF PROJECT	OWNER	COST	

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the National Power Corporation at least twenty one (21) days before the effective date of separation.

As Safety and Health Practitioner, I know I will have to stay in the job site all the time and aware that I am authorized to handle only one (1) contract at a time.

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract)

BID DOCUMENTS

NAME OF PROJECT REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

PR NO./REF. NO : MG-ADM24-004/INFR2024-ADM-016

Standard Form No: NPCMGNSF-INFR-06b
Page 2 of 2

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of Safety and Health Practitioner, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as Safety and Health Practitioner in any future National Power Corporation bidding or employment with any Contractor doing business with the National Power Corporation.

(Name and Signature)
AFFIANT

REPUBLIC OF THE PHILIPPINES)
City/Municipality of _____)S.S.

SUBSCRIBED AND SWORN TO before me this _____, day of ____20____
affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on
_____ at _____, Philippines.

Notary Public
Until 31 December 20 _____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract)

Standard Form No: NPCMGNSF-INFR-07

**KEY PERSONNEL
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time staff for the project. Fill up a form for each person.

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 _____ (months) _____ (year)
8. Years of Experience : _____

9. If item 7 is less than the required number of years stated in BDS Section III- ITB Clause 10.4, give name and length of service with previous employers to satisfy the required number of years of experience within the last ten (10) years (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	Year(s) from _____ to _____
_____	Year(s) from _____ to _____
_____	Year(s) from _____ to _____

10. Experience:

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

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract)

BID DOCUMENTS**SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS****NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL****PR NO./REF. NO : MG-ADM24-004/INFR2024-ADM-016***Standard Form No: NPCMGNSF-INFR-07
Page 2 of 2*

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the
Owner's Engineer (Consultant) : _____
4. Indicate the Features of Project
(particulars of the project
components and any other
particular interest connected with
the project) : _____
5. Contract Amount Expressed in
Philippine Currency : _____
6. Position : _____
7. Structures for which the
employee was responsible : _____
8. 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)

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract)

BID DOCUMENTS

NAME OF PROJECT : REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

PR NO/REF. NO : MG-ADM24-004/INFR2024-ADM-016

**SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS**

Standard Form Number : NPCMGN5F-INFR-03

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS
(Based on the Minimum Equipment Required in the Bidding Documents)

Business Name : _____
Business : _____

Description	Model/Year	Capacity/ Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
B. Leased							
i.							
ii.							
iii.							
iv.							
C. Under Purchased Agreements							
i.							
ii.							
iii.							
iv.							

Submitted by: _____ (Printed name & Signature)
Designation: _____
Date: _____

One of the requirements from the bidder to be included in its Technical Envelope is the list of its equipment units pledged for the contract to be bid, based on minimum equipment required in the bidding docs, which are owned (supported by proofs of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

Standard Form No: NPCMGNSF-INFR-09a

Omnibus Sworn Statement (Revised)
(SOLE PROPRIETORSHIP)REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.**AFFIDAVIT**I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];
2. As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the National Power Corporation-Mindanao Generation, as shown in the attached duly notarized Special Power of Attorney;
3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

Standard Form No: NPCMGNSF-INFR-09a

Page 2 of 2

- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Standard Form No: NPCMGNSF-INFR-09b

Omnibus Sworn Statement (Revised)
PARTNERSHIP/COOP/CORP/JOINT VENTUREREPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.**AFFIDAVIT**I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the National Power Corporation-Mindanao Generation, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];
3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. [If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

Standard Form No: NPCMGNSF-INFR-09b

Page 2 of 2

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Standard Form No: NPCMGNSF-INFR-10

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Bidder's/Contractor's assets and liabilities on the basis of the income tax return and audited financial statement for the immediately preceding calendar year are:

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

NFCC – P _____

Herewith attached is certified true copy of the audited financial statement, stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

Name of Bidder/Contractor

Signature of Authorized Representative

Date: _____

BID DOCUMENTS

NAME OF PROJECT . REHABILITATION OF ROADWAY AND
DRAINAGE CANAL

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

PR NO./REF. NO .MG-ADM24-004#INFR2024-ADM-016

Standard Form No: NPCMGNSF-INFR-11

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered in to by and between:
_____, of legal age, (civil status) _____, authorized representative of
_____ and a resident of _____,

- and -

_____, of legal age, (civil status) _____, authorized representative of
_____ and a resident of _____,

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Bidding and Undertaking of the hereunder stated Contract of the National Power Corporation.

NAME OF FIRM

CAPITAL CONTRIBUTION

That the capital contribution of each member firm:

NAME OF FIRM

CAPITAL CONTRIBUTION

1

DND

2

DND

That both parties agree to be jointly and severally liable for their participation in the Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative/s of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contract until terminated by both parties,

Name & Signature of Authorized
Representative

Official Designation

Name of Firm

Name & Signature of
Authorized Representative

Official Designation

Name of Firm

Witnesses

If the bidder is a joint venture, one of the requirements is the submission of a valid joint venture agreement

Standard Form No: NPCMGNSF-INFR-11

Page 2 of 2

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 20____, personally appeared _____, authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____, AND _____, authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____ known to me to be the same person who executed the foregoing instrument consisting of two (2) pages, including the page whereon the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same are their free and voluntary acts and deeds and that of the Corporations they represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public

Until 31 December 20 _____

PTR No. _____

Issued at: _____

Issued on: _____

TIN No. _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

If the bidder is a joint venture, one of the requirements is the submission of a valid joint venture agreement.

Standard Form No: NPCMGNSF-INFR-12

Bid Form for the Procurement of Infrastructure Projects**BID FORM**

Date : _____

Project Identification No. : _____

To: **The Vice President**
National Power Corporation
Mindanao Generation
Maria Cristina, Iligan City

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: insert name of contract;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: insert information;
- d. The discounts offered and the methodology for their application are: insert information;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of insert percentage amount percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

Standard Form No: NPCMGNSF-INFR-12

¹ currently based on GPPB Resolution No. 09-2020

Page 2 of 2

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the National Power Corporation-Mindanao Generation.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

NAME OF PROJECT : REHABILITATION OF ROADWAY AND DRAINAGE CANAL

PR NO./REF. NO.: MG-ADM24-004/NFR2024-ADM-016

DETAILED COST ESTIMATE FORM

[illegible]

Designation

Standard Form No: NPCMGNSF-INFR214

**SUMMARY SHEETS OF MATERIALS PRICES, LABOR RATES AND
EQUIPMENT RENTAL RATES**

Name of Bidder: _____

I. Unit Prices of Materials

Materials Description	Unit	Unit Price
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II. Manpower Hourly Rates

Designation	Rate/Hr.
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III. Equipment Hourly Rental Rates

Equipment Description	Rental Rate/Hr.
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Name, Signature of Authorized_____
Designation

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

**Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)**

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

