



NATIONAL POWER CORPORATION

MinGen

PHILIPPINE BIDDING DOCUMENTS
(Procurement of INFRASTRUCTURE PROJECTS)

FOR

**INSTALLATION OF SECURITY
LIGHTINGS, AG2, PHASE 1**

P.R. No.: MA-A2M25-008

**Contracts Management Office
Logistics Division**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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 *Installation of Security Lightings at Agus 2*

1. The **NATIONAL POWER CORPORATION-MINDANAO GENERATION**, through the approved Corporate Budget of NPC for CY 2025 intends to apply the sum of *Four Million Seven Hundred Ninety Nine Thousand Nine Hundred Seventy Five Pesos & 53/100 (PHP4,799,975.53)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Installation of Security Lightings at Agus 2 (PR NO. MA-A2M25-008/ REF NO. INFRA2025-AG2-023)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL POWER CORPORATION-MINDANAO GENERATION** now invites bids for the above Procurement Project. Completion of the Works is required *(70) 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).
3. 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.
4. 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*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *July 20, 2025 to August 12, 2025* 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 (PHP 5,000.00)*. 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:*

Landbank Account name : NPC GENCO 5 COLLECTIONS FUND

Landbank Account number : 0321-1689-14

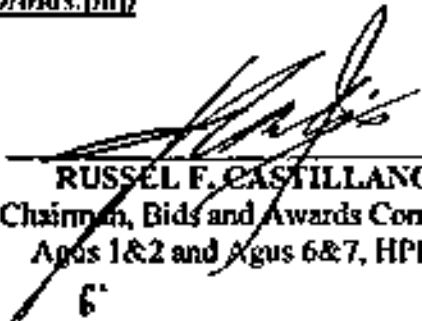
It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **NATIONAL POWER CORPORATION-MINDANAO GENERATION** will hold a Pre-Bid Conference on **July 28, 2025 at 9:00 AM 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.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **August 12, 2025 at 9:30 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
9. Bid opening shall be on **August 12, 2025 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.
10. *This project requires submission of at least:*
 - *Certificate of Site Inspection*
11. 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.
12. For further information, please refer to:

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

13. 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>



RUSSEL F. CASTILLANO
Chairman, Bids and Awards Committee
Agus 1&2 and Agus 6&7, HPPs

Date of PhilGEPS Publication: 20 July 2025

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NATIONAL POWER CORPORATION-MINDANAO GENERATION** invites Bids for the **INSTALLATION OF SECURITY LIGHTINGS AT AGUS 2, phase 1 with Project Identification Number INFRA2025-A2-023**.

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 2025 in the amount of *Four Million Eight Hundred Thousand Pesos (PHP4,800,000.00)*

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed 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 DDS.

- 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. Sealing 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 Vertical Project | | |
| 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) |
| | 1 - Electrician | | Must have at least three (3) years experience in |

| | | | | | | | | | | | | | | | | |
|-------------------|--|------------------------|-----------------|------------------------|----------------|--------------------|---------|-------------------|------|---------|------------|--|---------|-----------------|--|---------|
| | <p>Electrical Works and with NC II Certificate.</p> <p>The following key personnel information indicated above must be included in Standard Form NPCMGNSF-INFR-05: List of Key personnel proposed to be assigned to the Contract. Filled up Standard Form NPCMGNSF-INFR-05 must be included in the technical component envelope.</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 major 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 (1 cu.m.)</td><td>One (1)</td></tr><tr><td>Concrete Vibrator</td><td>220V</td><td>One (1)</td></tr><tr><td>Bar Cutter</td><td></td><td>One (1)</td></tr><tr><td>Mini Dump Truck</td><td></td><td>One (1)</td></tr></table> | <u>Equipment</u> | <u>Capacity</u> | <u>Number of Units</u> | Concrete Mixer | 1-Bagger (1 cu.m.) | One (1) | Concrete Vibrator | 220V | One (1) | Bar Cutter | | One (1) | Mini Dump Truck | | One (1) |
| <u>Equipment</u> | <u>Capacity</u> | <u>Number of Units</u> | | | | | | | | | | | | | | |
| Concrete Mixer | 1-Bagger (1 cu.m.) | One (1) | | | | | | | | | | | | | | |
| Concrete Vibrator | 220V | One (1) | | | | | | | | | | | | | | |
| Bar Cutter | | One (1) | | | | | | | | | | | | | | |
| Mini Dump Truck | | 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 Ninety Five Thousand, Nine Hundred Ninety-Nine Pesos and 51/100 (PHP95,999.51) (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 Two Hundred Thirty-Nine Thousand, Nine Hundred Ninety-Eight Pesos and 78/100 (PHP239,998.78) (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> <p>1. Other appropriate licenses and permits required by law and stated in the Bidding documents.</p> <p>a. Original Bank Statement year ending prior to bid opening;</p> <p>b. Valid and updated PhilGEPS Registration (Platinum Membership)(all pages);</p> | | | | | | | | | | | | | | | |

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| | <p>c. 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;</p> <p>d. 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;</p> <p>e. 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);</p> <p>f. 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;</p> <p>g. Philippine Contractors Accreditation Board (PCAB) License;</p> <p>h. Board of Accountancy (BOA) Certificate;</p> <p>2. Contract and/or Notice of Award as supporting documents for NPC MinGen Form No. NPCMGNSF-INFRA-01, if applicable;</p> <p>3. (a) Valid Professional Regulation Commission (PRC) license for professional personnel; (b) Certificate of Training with accreditation from DOLE for the Construction Safety & Health Officer and (c) Diploma and/or Service Record/Certificate of Employment of previous and/or current employer for Construction Foreman; National Certificate II and Certificate of Employment of previous and/or current employer for other skilled workers required in the project - as supporting documents for NPC MinGen Form No. NPCMGNSF-INFRA-05, if applicable.</p> <p>4. Certificate of good performance and/or Statement of Work Accomplishment showing Target and Actual Accomplishments issued by the End-user/Implementing Agency of the ongoing projects listed in NPC MinGen Form No. NPCMGNSF-INFRA-05, if applicable</p> <p>5. Certificate of Site Inspection Issued by Department Manager or his authorized representative</p> <p>6. Unamended product brochure/literature of the following materials:</p> <p>a. None</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> <p>a) Approved construction schedule and S-curve</p> <p>b) Approved manpower schedule</p> <p>c) Construction methods</p> <p>d) Approved equipment utilization schedule</p> <p>e) Construction safety and health program approved by the DOLE</p> |

| | |
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| | 1) Approved Project Evaluation Review Technique/Critical Path Method (PERT/CPM) |
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Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 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) days</u> 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 | No further instruction. |
| 15.1 | The date by which operating and maintenance manuals are required is <u>upon completion of the project</u> . The date by which "as built" drawings are required is <u>upon completion of the project</u> . |
| 15.2 | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is one hundred percent (100%) of the final billing. |

Section VI. Specifications

Section VI. Specifications**PROJECT HIGHLIGHTS****PH 1.0 GENERAL**

The Project aims to enhance safety and security. Proper lighting helps workers see clearly during night shifts or in low-light conditions, reducing the risk of accidents inside the plant. Moreover, it also enhances the effectiveness of security cameras and surveillance systems, making it easier to spot intruders or unusual activity.

The Contractor shall furnish all labor, materials, equipment, tools and other incidental matters necessary to complete the works in accordance with the contracts and approved detailed engineering activities; and other existing laws, rules and regulations relative thereto.

PH 2.0 PROJECT LOCATION

The projects is located at Agus 2, Saguiaran, Lanao del Sur.

PH 3.0 SCOPE OF WORK

The works and services to be performed by the Contractor for this undertaking shall essentially consist of, but not limited to the Installation of Security Lightings at Agus 2, Saguiaran, Lanao del Sur:

- I. Mobilization;
- II. Construction Safety and Health Program;
- III. Materials & Strength Testing;
- IV. Clearing and Site Preparation;
- V. Earthworks;
 - a. Excavation
 - b. Gravel Fill
 - c. Backfilling
- VI. Reinforced Concrete Pedestal Column (20.7 Mpa @ 28 days);
- VII. Electrical Works
- VIII. Light Posts ;
- IX. Clean up Works & Demobilization

PH 4.0 CONTRACT PERIOD

The contractor shall complete the works as specified in Clause 3 within **SEVENTY (70) 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 effective as specified in the Notice to Proceed.

PH 5.0 CONTRACTOR'S CLASSIFICATION

The Contractor must have a valid Philippine Contractors Accreditation Board (PCAB) license of at least **Category: Trade/E - General Building** with inter-agency registration and classification of at least **building or Industrial Plant**.

The Contractor must have undertaken similar contracts that involves construction/rehabilitation/expansion of commercial, industrial or office building provided that the contract cost shall be at least equivalent to 50% of ABC.

PH 6.0 MINIMUM REQUIRED PERSONNEL**1-Construction Foreman**

A Civil Engineering Graduate with at least three (3) years experience or Civil Engineering Technology Graduate with at least five (5) years experience in construction works. If non-graduate, at least five (5) years working experience as Construction Foreman in similar works.

1-Electrician

Must have at least three (3) years experience in Electrical Works and with NC II Certificate.

1- Safety Officer 2 (SO2)

Construction Safety Officer who has completed at least Forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and health Center (COSH) or Safety Training Organizations (STOS) accredited by the Department of Labor and Employment. It must be present during the whole duration of the project.

The following key personnel information indicated above must be included in standard form NPCMGNSF-INF-05: List of key personnel Proposed to be assigned to the contract. Filled up Standard form NPCMGNSF-INF-05 must be included in technical component envelope.

Project Engineer or Foreman and Construction Safety & Health Officer maybe in 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.

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.

Valid Professional Regulations Commissions (PRC) license for Professional personnel, certificate of training with accreditation from DOLE for Construction Safety and Health Officer, Diploma and/or Service Record/Certificate of Employment of previous and/or current employer for Construction Foreman, shall be submitted and included as an attachment in the ES form 09 - statement that the Contractor has key personnel.

H 7.0 MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

(Owned or Leased)

- | | |
|--|----------------|
| a. Mini Dump Truck | - one (1) unit |
| a. Concrete Mixer (1 cu.m. Capacity) | - one (1) unit |
| a. Concrete Vibrator (220 V) | - one (1)unit |
| a. Bar Cutter | - one (1) unit |

TECHNICAL SPECIFICATIONS

CIVIL WORKS

CW 1.0 MOBILIZATION

The Contractor shall secure clearance from the security office to start of work and the issuance of worker's Identification card (I.D). Upon approval, the Contractor shall bring to the site all necessary tools, equipment and other incidentals necessary for the proper execution of all the activities. He shall construct bunkhouse for the workmen and for the storage of all the construction materials on designates approved location.

CW 1.1 GENERAL SCOPE

This item shall consist of the the Installation of Security Lightings at Agus 2, Saguilaran, Lanao del Sur and setting up of the Contactor's temporary storage facility/structure.

CW 1.2 MATERIALS

CW 1.3 WORKMANSHIP

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 NPC. The Contractor shall submit sufficient detailed plans showing the proposed location of such stationary equipment and plant and other pertinent data.

The Contractor shall provide and grade his camp site, construct his camp, employee housing, warehouse 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 construction site shall be designated by NPC.

CW 1.4 MEASUREMENT AND PAYMENT

Work prescribed herein shall not be measured and paid separately; same shall be deemed to be included in pay items for other items for work.

CW 2.0 CONSTRUCTION SAFETY AND HEALTH PROGRAM

CW 2.1 GENERAL SCOPE

This section pertains to the safety and health provisions, requirements and conditions that shall govern during the execution under this project.

CW 2.2 GENERAL CONDITIONS

The contractor shall ensure compliance with the applicable safety and health regulation during the construction of this project through the implementation that include, but not limited to the following:

- a) Designate a Safety Officer who shall respectively handle all safety and health concern of the project;
- b) Properly manage debris and various waste generated during construction in a designated or NPC approved disposal area;
- c) Segregate solid wastes, such as empty cement sack, scraps of tin or wood, used wires and other domestic garbage, for recycling or storage in NPC approved temporary storage area;
- d) Avoid unnecessary opening or clearing of areas outside construction sites especially cutting of existing trees;
- e) Preserve, if practicable, natural drainage patterns when disturbed by civil works with appropriate drainage channels;
- f) Provide PPEs and other safety provisions required by DOLE for its project/site works;
- g) Take all necessary steps to prevent the pollution of ground water and/or water bodies in the vicinity of the project site.

CW 2.3 MATERIALS

All construction safety and health protective and safety equipment shall be in good quality and manufacturer, its names and size are specified in the Bill of Quantities.

CW 2.4 MEASUREMENT AND PAYMENT

The unit of measurement shall be in lot.

The accepted quality, measure as prescribed in the Bid Schedule, shall paid for at the contract unit price and payment shall be full compensation for

furnishing and placing all materials, including all labor, equipment, tools and incidental necessary to complete the work prescribed in this item.

CW 3.0 MATERIAL AND STRENGTH TESTING

1. SAMPLING AND TESTING OF CONCRETE

The Contractor shall furnish all materials, either separately or mixed, as required by NPC. Selection of materials and the making of test specimens shall be made under the supervision of NPC and delivered to NPC laboratory or any NPC accredited testing at the Contractor's expense.

The expense of making and curing all concrete specimens including the materials comprising the concrete specimens shall be borne by the Contractor. The cost of shipping and testing the concrete shall likewise be at the expense of the Contractor.

No concreting work on the project will be permitted to be done until NPC signifies in writing that, following the performance of the necessary tests, he gives his approval to the use of all materials involve in making the concrete.

Test cylinders shall be prepared from the concrete samples and tested. At least one set of (4) four cylinder samples shall be made for each major structural member. Two (2) cylinders shall be tested at 28 days for specification compliance and one shall be tested at 7 and 14 days respectively for information. The acceptance test result shall be the average of the strength of the two cylinders tested for 28 days.

The compressive strength of the concrete shall be deemed acceptable if the average of the three consecutive strength test results is equal to or exceeds the specified strength and no individual test falls below the specified strength by more than 3.50 MPa.

Concrete deemed to be not acceptable using the above criteria maybe rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by the failed test result is acceptable in place. Three (3) cores shall be taken in accordance with ASTM C42 and soaked for 24 hours prior to testing. Concrete in the area represented by the cores will be deemed acceptable if the average strength of the cores is equal to at least 85% of and no single core is less than 75% of the specified strength.

2. PHILIPPINE NATIONAL STANDARD (PNS) AND IMPORT COMMODITY CLEARANCE FOR CONSTRUCTION MATERIALS

- A. All construction materials to be used in the project that are purchased locally shall pass the following PNS and/or ICC standard:
1. Cement
 - **PNS 07:2017 – Portland Cement**
 - Includes types: Type I (general use), Type II (moderate sulfate resistance), etc.
 2. Reinforcing Steel Bars (Rebars)
 - **PNS 49:2020 – Steel bars for concrete reinforcement**
 - Grades: 275, 415, and 500 MPa,
 3. Concrete Hollow Blocks (CHB)
 - **PNS 26:2019 – Concrete masonry units – Load-bearing concrete hollow blocks – Specification**
 - Class A: 800 psi
 - Class B: 700 psi
 - Class C: 350 psi
 4. Aggregates (Sand and Gravel)
 - **PNS ASTM C33 / C33M – Standard Specification for Concrete Aggregates**
 5. Ready-Mixed Concrete
 - **PNS ASTM C94 / C94M – Standard Specification for Ready-Mixed Concrete**
 6. Structural Steel
 - **PNS 657:2020 – Hot-rolled structural steel sections**
 - Includes I-beams, H-beams, angles, channels.
 7. Lumber and Wood Products
 - **PNS 193:2020**
 8. Fire-Resistant Construction Materials₁
 - **PNS ISO 834 – Fire-resistance tests**
 9. Galvanized Iron Pipe

- **PNS 26:1992**

10. Electrical Wires

- **PNS 260:2002 – Annealed Copper Wires**
- **PNS 35:2013 – PVC Insulated Copper Wires and Cables (Rated Voltage 600V)**
- **PNS UL Standards for Wire and Cable**

Notable Standards:

- **PNS UL 66:2023 – Fixture Wire.**
- **PNS UL 83A:2023 – Fluoropolymer Insulated Wire.**
- **PNS UL 854:2023 – Service-Entrance Cables.**
- **PNS UL 1650:2023 – Portable Power Cable.**
- **PNS UL 444:2023 – Communications Cables**

11. Sanitary Pipes and Fixtures

- **PNS 1950:2003 – PVC-U Sanitary Pipes**

15.3. PNS 156:2010 – Sanitary Wares

12. Lighting Fixtures

- **PNS IEC 1328:1992 – Luminaires: Part 1 – General Requirements and Tests**
- **PNS IEC 62560:2012 – Self-Ballasted LED Lamps for General Lighting Services**
- **PNS 2050-5:2006 – Lamps and Related Equipment: Energy Labeling Requirements – Part 5: Luminaires**

B. All construction materials to be used in the project that are purchased abroad shall pass the ICC standard. All materials shall have an ICC mark to guarantee that the product has undergone inspection and testing to verify its compliance with the relevant PNS. This certification helps protect NPC as consumer from substandard and potentially hazardous construction materials

- 1. Cement and Blended Hydraulic Cement: Must comply with PNS ASTM C150:2019 and PNS ASTM C595:2019 standards.**
- 2. Steel Products: Including deformed and non-deformed bars, which must adhere to PNS ASTM A615:2019 and PNS ASTM A706:2019 standards.**
- 3. Ceramic Tiles: Must meet PNS ISO 13006:2016 standards.**

4. Galvanized Iron Sheets: Should comply with PNS ASTM A653/A653M:2019 standards.
5. PVC Pipes and Fittings: Must conform to PNS ISO 4422:2018 standards.
6. Sanitary Wares: Including water closets, lavatories, and bidets, which should meet PNS 156:2010 standards

All other construction materials that are not listed and are purchased abroad shall have ICC certification to ensure that imported construction materials meet the required safety, quality, and performance standards set by the DTI-BPS. This protects consumers and ensures the integrity of construction projects.

Measurement and Payment

No separate measurement and payment will be made for the Materials and Strength and Testing. The entire cost thereof shall be included in the related pay items in the Bill of Quantities.

CW 4.0 CLEARING AND SITE PREPARATION WORKS

CW 4.1 CLEARING AND GRUBBING

The Contractor shall perform clearing and grubbing on the project site. The site shall be cleared and grabbed of all trees and brush except particular trees, which may be retained by the NPC for preservation. Particular trees to be left in place shall be protected from scarring and/or other injuries during clearing and grubbing work and other construction operations.

All stumps, roots and brush shall be removed to a depth of Thirty (30) cm below original ground surface and disposed of in a place designated by the NPC. Downed timber, which may be ordered saved by the NPC for future use, shall be cut into logs as directed and neatly piled in a place designated by the NPC, otherwise they shall be disposed of same as above.

CW 4.2 MISCELLANEOUS WORK

Where shown on the drawings or if not shown but directed by the NPC, the Contractor shall perform miscellaneous work like demolition, removal, chipping, replacement or transfer of existing structures and other miscellaneous work. All demolished structures shall be disposed of as directed by NPC.

CW 5.0 EARTHWORKS**CW 5.1 EXCAVATION****CW 5.1.1 GENERAL SCOPE**

This item shall consist of excavation and the disposal of material in accordance with the Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the NPC Engineer.

CW 5.1.2 MATERIALS**CW 5.1.3 WORKMANSHIP**

All excavations shall be finished to reasonably smooth and uniform surfaces. No materials shall be wasted without authority of the NPC Engineer. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed.

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

Only approved materials shall be used in the construction of embankments and backfills.

All excess materials, including rock and boulders that cannot be used in embankments shall be disposed off as directed.

CW 5.1.4 MEASUREMENT AND PAYMENT

Unit of measure shall be the net volume in its original position.

The accepted quantities shall be paid for at the contract unit price included in the Bill of Quantities which price and payment shall be full compensation for the removal and disposal of excavated materials including all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

CW 5.2 GRAVEL BED**CW 5.2.1 GENERAL SCOPE**

This item shall consist of furnishing, placing and compacting gravel bed in accordance with the Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the NPC Engineer.

CW 5.2.3 MATERIALS

Aggregate shall consist of hard, durable particles or fragments of natural gravel. 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 sub-base.

CW 5.2.3 WORKMANSHIP

The existing surface shall be spread that will provide a uniform layer which will conform to the designed level as provided on the Plans.

CW 5.2.4 MEASUREMENT AND PAYMENT

Grave Bed will be measured by cubic meter (cu.m.).

The quantity to be paid for shall be the design volume compacted in-place as shown on the Plans and accepted in the completed course.

CW 5.3 BACKFILLING

CW 5.3.1 GENERAL SCOPE

Prior to backfilling works, all necessary clearing and grubbing in that area shall have been performed.

Backfills shall contain no muck, peat, sod roots or other deleterious matter. Rocks, broken concrete or other solid, bulky materials shall not be placed in embankment areas where piling is to be placed or driven.

Where shown on the Plans or directed by the Engineer, the surface of the existing ground shall be compacted to a depth of 150 mm (6 inches) and to the specified requirements of this Item.

CW 5.3.2 MATERIALS

Backfilling shall be constructed of suitable materials, in consonance with the following definitions:

Suitable Materials – Material which is acceptable in accordance with the Contract and which can be compacted in the manner specified in this Item. It can be common material or rock.

Selected Borrow, for topping – soil of such gradation that all particles will pass a sieve with 75 mm (3 inches) square pass the 0.075 mm (No. 200) sieve, as determined by AASHTO T 11. The material shall have a plasticity index of not more than 6 as determined by ASSHTO T 90 and a liquid limit of not more than 30 as determined by ASSHTO T 89.

Unsuitable Material – Material other than suitable materials such as:

- a) Materials containing detrimental quantities of organic materials, such as grass, roots and sewerage.
- b) Organic soils such as peat and muck.
- c) Soils with liquid limit exceeding 80 and/or plasticity index exceeding 55.
- d) Soils with a natural water content exceeding 100%
- e) Soils with very low natural density, 800 kg/m³ or lower.
- f) Soils that cannot be properly compacted as determined by the Engineer.

CW 5.3.3 WORKMANSHIP

The larger pieces of facing rock (Class I & II) shall be laid carefully along the toe with allowance being made for possible settlement. These rows of large rocks shall be extended to maintain slightly in advance of the completed portion of work. The larger pieces of rock shall be place on the outer slope of the concrete and they shall be laid so their longest dimension will be approximately normal to the plane of the face of the slope as indicated in the plans.

The work shall be done in skillful manner, which implies careful selection of rocks to fit properly together so that the finished surface shall be even and tight.

CW 5.4.4 MEASUREMENT AND PAYMENT

Backfilling will be measured by cubic meter (cu.m.). The quantity to be paid for shall be the design volume compacted in-place as shown on the Plans and accepted in the completed course.

The accepted quantities shall be paid for at the contract unit price for Backfilling which price and payment shall be full compensation for furnishings and placing all materials, including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this item.

CW 6.0 CONCRETE WORKS

CW 6.1 GENERAL SCOPE

This item shall consist of furnishing, placing and finishing concrete in accordance with the specification and conforming to the lines, grades, and dimension shown on the plans.

CW 6.2 MATERIALS

CW 6.2.1 Portland Cement and Masonry Cement

Cement shall conform to the requirements of the following cited Specifications for the type specified or permitted.

| Type | Specifications |
|---------------------------|---------------------------|
| Portland Cement | AASHTO M 85 (ASTM C 150) |
| Blended Hydraulic Cements | AASHTO M 240 (ASTM C 595) |
| Masonry Cement | AASHTO M 150 (ASTM C 91) |

Only Type I 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.

The Contractor shall provide suitable means of storing and protecting the cement against dampness. 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.

The compressive strength of mortar samples tested at 7 days can be considered for acceptance of cement quality provided that the strength of the samples at 7 days is not less than 23.46 MPa which is 85% of the compressive strength requirement for 28 days (27.6 MPa) when tested in accordance with ASTM C 150.

CW 6.2.1 CONCRETE AGGREGATES

CW 6.2.1.1 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. 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. It shall be free from injurious amounts of organic impurities.

The fine aggregate shall be well-graded from coarse to fine and shall conform to the Grading Requirements listed below:

Grading Requirement 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 |

CW 6.2.1.2 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.

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

Grading Requirement for Coarse Aggregate

| Sieve Designation | | Mass Percent Passing | | |
|-------------------|--------------------------|----------------------|-----------|-----------|
| Standard mm | Alternate U. S. Standard | Grading A | Grading B | Grading C |
| 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. | 25-80 | 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 |

CW 6.2.1.2 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 7.14, 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.

CW 6.3 WORKMANSHIP

The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the form and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface. The methods of measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work.

The proportion of fine aggregate, coarse aggregate and cement to attain the required strength shall be 1:1.5:3, 1 part Cement in bag; 1.5 part sand in cubic meter; and 3 part Gravel in cubic meter.

Water-cement ratios for strengths greater than that shown in Table below may be used provided that the relationship between strength and water-cement ratio for the materials to be used has been previously established by reliable test data and the resulting concrete satisfies the requirements of concrete quality.

MAXIMUM PERMISSIBLE WATER-CEMENT RATIOS FOR CONCRETE

| Specified compressive strength at 28 days, psi /fc | Maximum permissible water-cement ratio | | | |
|---|--|--------------------------------|--|--------------------------------|
| | Non air-entrained concrete | | Air-entrained concrete | |
| | U.S. gal. per 42.6 kg. bag of cement | Absolute ratio by weight | U.S. gal. per 42.6 kg. bag of cement | Absolute ratio by weight |
| 2500 | 7 ¼ | 0.642 | 6 ¼ | 0.554 |
| 3000 | 6 ½ | 0.576 | 5 ¼ | 0.465 |
| 3500 | 5 ½ | 0.510 | 4 ½ | 0.399 |
| 4000 | 5 | 0.443 | 4 | 0.354 |

CW 6.4 MEASUREMENT AND PAYMENT

The quantity of concrete to be paid shall be the quantity shown in the Bid Schedule in cubic meter, unless changes in design are made in which case the quantity shown in the Bid Schedule will be adjusted by the amount of the change for the purpose of payment. No deduction will be made for the volume occupied by the pipe less than 101 mm (4") in diameter nor for reinforcing steel, anchors, weepholes or expansion materials.

The accepted quantities of structural concrete completed in place will be paid for at the contract unit price for cubic meter as indicated on the Bid Schedule. Such prices and payment shall be full compensation for furnishing all materials, including metal water stops, joints, joint fillers, weep holes, and rock backing and timber bumpers; for all form and false work; for mixing, placing, furnishing, and curing the concrete; and for all labor, materials, equipment, tools and incidentals necessary to complete the item.

CW 7.0 REINFORCEMENT STEEL BAR WORKS

CW 7.1 GENERAL SCOPE

This item shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, shape and grade required in accordance with this Specification and in conformity with the requirements shown on the Plans or as directed by the NPC Engineer.

CW 7.2 MATERIALS

Reinforcing steel shall conform when tested to the requirements of the following Specifications:

| | |
|---|---------------------------------|
| Deformed Billet-Steel Bars for Concrete Reinforcement | AASHTO M 31 (ASTM A 615/PNS 49) |
| Deformed Steel Wire for Concrete Reinforcement | AASHTO M 225 (ASTM A 496) |
| Welded Steel Wire Fabric for Concrete Reinforcement | AASHTO M 55 (ASTM A 185) |
| Cold-Drawn Steel Wire for Concrete Reinforcement | AASHTO M 32 (ASTM A 82) |
| Fabricated Steel Bar or Rod Mats for Concrete Reinforcement | AASHTO M 54 (ASTM A 184) |
| Welded Deformed Steel Wire Fabric of Concrete Reinforcement | AASHTO M 221 (ASTM A 497) |
| Plastic Coated Dowel Bars | AASHTO M 254 Type A |
| Low Alloy Steel Deformed Bars for Concrete Reinforcement | ASTM A 206 |

Bar reinforcement for concrete structures, except No. 2 bars shall be deformed in accordance with AASHTO M 42, M 31 and M 53 for Nos. 3 to 11.

Dowel and tie bars shall conform to the requirements of AASHTO M 31 (ASTM A 615/PNS 49) or AASHTO M 42 except that rail steel shall not be used for tie bars that are to be bent and restraightened during construction. Tie bars shall be deformed bars. Dowel bars shall be plain round bars. They shall be free from burring or other deformation restricting slippage in the concrete. Before delivery to the site of the work, a minimum of one half (1/2) the length of each dowel bar shall be painted with one coat of approved lead or tar paint.

The sleeves for dowel bars shall be metal of an approved design to cover 50 mm, plus or minus 6.3 mm of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm from the end of the dowel bar. Sleeves shall be of such design that they do not collapse during construction.

Plastic coated dowel bar conforming to AASHTO M 254 may be used.

CW 7.3 WORKMANSHIP

All steel reinforcement shall be accurately placed in the position shown on the Plans or as required by the NPC Engineer and firmly held there during the placing and setting of the concrete. Bars shall be tied at all intersections except where 238 spacing is less than 300 mm in each directions, in which case, alternate intersections shall be tied. Ties shall be fastened on the inside.

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, detrimental rust, loose scale, paint, grease, oil, or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.

All reinforcement shall be furnished in the full lengths indicated on the Plans. Splicing of bars, except where shown on the Plans, will not be permitted without the written approval of the Engineer. Splices shall be staggered as far as possible and with a minimum separation of not less than 40 bar diameters. Not more than one-third of the bars may be spliced in the same cross-section, except where shown on the Plans.

CW 6.4 MEASUREMENT AND PAYMENT

The quantity of concrete to be paid shall be the quantity shown in the Bid Schedule in kilogram.

The accepted quantity, measured as prescribed in the Bid Schedule, shall be paid for at the contract unit price for Reinforcing Steel which price and payment shall be full compensation for furnishing and placing all materials, including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this item.

CW 8.0 ELECTRICAL WORKS

CW 8.1 GENERAL SCOPE

All work under these specifications shall consist of furnishing and/or installing all labor, materials, tools and all services necessary unless otherwise indicated to complete and make ready for operation, the electrical power, lighting and other utility system described herein and/or indicated in the Electrical Plans except for end-user equipment and fixtures for the

Installation of Security Lightings. In accordance with the electrical plans and these specifications.

- Furnish and install low voltage service entrance including accessories.
- Furnish and install feeder distribution layout.
- Furnish and install lighting and power system.
- Furnish and install panel boards, circuit breakers, and disconnect switches.
- Furnish and install outlets, switches and plates.

CW 8.2 MATERIALS

All materials to be installed shall be brand new, unused and shall in every case to be the best where such standard have been established for the particular type of materials used, 8 sets of Circuit Breaker, 8 pcs. Of Prefab circuit breaker housing 3mm stainless thk. fully welded as shown in the plan, electric wire #8 & #6 THHN Copper wire Stranded, 104 sets of AS-10 Automatic Auto On Off photocell Street Light Switch 110V 220V 10A AS10 Photo Control Photoswitch Sensor Switch and other necessary materials.

All materials and equipment to be used in the electrical installations and construction shall be in accordance with the latest edition of the Philippine Electrical Code and the pertinent ordinances of the City Government.

All lighting fixtures when installed shall be free of leaks, warps, dents and other irregularities.

All lighting fixtures, samples and catalogues shall be submitted for NPC's review and approval prior to the order. No lighting fixtures shall be installed without the approval of NPC.

Lighting fixtures shall be wired with approved wire, 75°C Insulation. Each fixture shall be wired to a single point with an adequate slack for proper connection. All lighting fixture shall be protected from damage during installation. Any broken lighting fixtures, circuit breaker, stem and the like shall be replaced with new parts, at no cost to NPC.

Cables / Wires

Cable shall be stranded annealed copper conductor suitable for continuous temperature of 90°C when used in wet or dry location and 90°C when exposed to oil or coolant. The minimum size of conductor to be used shall be 5.5mm²

The cables shall be designed for trouble free service for the highest system voltage. All cables and their accessories to be supplied shall have insulation

levels able to withstand any voltage surges which are normally expected to occur in the power system in which are normally expected to occur in the power system in which the cable is to be employed, due to switching operations, sudden load variation, faults, etc.

The cables and accessories shall be constructed to fulfill the requirements when operating with full load or any load factor and is suitable for use in ducts, trays and or direct burial in ground.

All work shall comply with the rules and regulations of the local power company in so far as they are concerned in providing their respective permanent services to the building.

With respect to the local power company, it shall be the electrical contractor's sole responsibility to verify the point of service entrances and other requirements necessary for service connection of both abilities.

CW 8.3 WORKMANSHIP

Only skilled workmen using proper tools and equipment shall be employed during the entire course of the installation work. All workmanship shall be of the best quality, all work to be done in accordance with the best engineering practice of the trade involved.

The installation shall be kept clean and in working order for adequate protection so as not to be used by anybody until issuance of Certificate of Completion.

CW 8.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bill of Quantities. Payment shall include all cost in furnishing labor, materials, tools, equipment and other incidentals necessary for the satisfactory completion of the project.

CW 9.0 LIGHT POSTS

CW 9.1 GENERAL SCOPE

This item shall consist of furnishing all labor, equipment and tools, and materials and in performing all operations with the installation of Tapered Lamp Post, Type Hot Dip Galvanize, Street Light Led AC 85V-265V 20000

Lumens Made in Taiwan Aluminum Body Philips chips, with Solar arm and its fixtures, in strict accord with the specifications or indicated on the drawings, are included in this item.

CW 9.2 MATERIALS

All Tapered Lamp Post have a Base Plate 260mm x 260mm x 16mm, Bottom 6", Top 3", Thickness of 3.0mm, Height of 6 meter, and Type Hot Dip Galvanized with Anchor Bolts, Nuts & Washer, Street Light Led AC 85V-265V 20000 Lumens Made in Taiwan Aluminum Body Philips chips or otherwise provided in the drawings or as specified in the Bill of Quantities.

All Type Hot Dip Galvanized shall meet the requirements with the AISC "Manual of Steel Construction ". All fixtures and fittings must bear the trademarks of the manufacturer. All installation without the trademarks shall be removed and replaced with properly marked fittings without extra cost to the NPC.

The cost of the materials already include the handling and hauling expenses in transporting the materials.

CW 9.3 WORKMANSHIP

All Tapered Lamp Post shall be attached concretely and welded to the reinforcement bars of the Pedestal, at the top of the Lamp Post pipe, it attached and welded solar lamp which has a solar light as indicated in the plans. It shall be installed free and open in a manner to afford access of cleaning.

The Installation shall be kept clean and in working order for adequate protection so as not to be used by anybody until issuance of Certificate of Completion.

CW 9.4 MEASUREMENT AND PAYMENT

The unit of measure shall be in lot.

The accepted quantity, measured as prescribed in the Bid Schedule, shall be paid for at the contract unit price which price and payment shall be full compensation for furnishing and placing all materials, including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this item.

in this item.

CW 10.0 CLEAN UP WORKS & DEMOBILIZATION**CW 10.1 General Scope**

This item shall consist of the disposition of entire Contractor's camp facilities, clearing and cleaning at the work site.

CW 10.2 Materials**CW 10.3 Workmanship**

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.

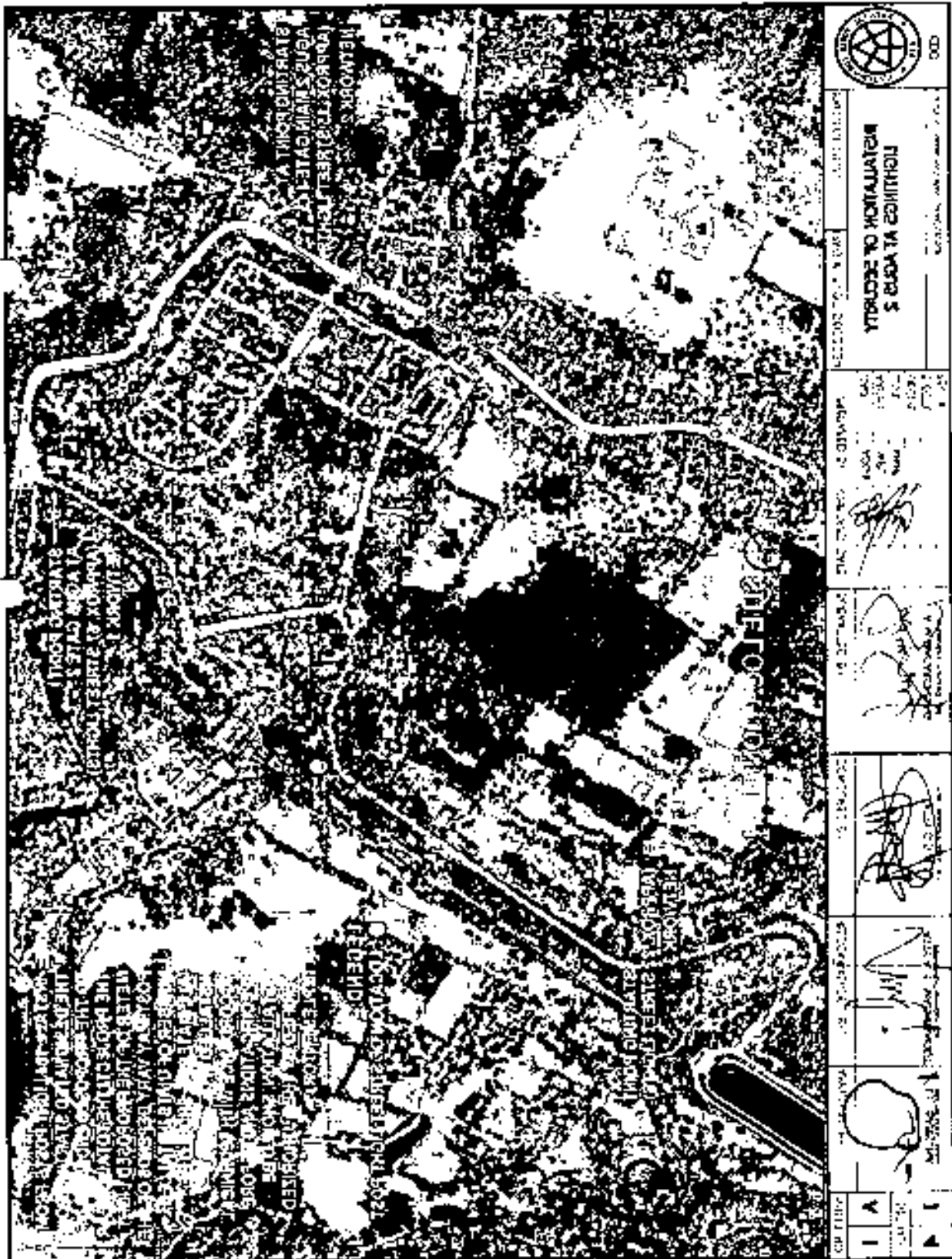
Before the Contractor will demobilize its construction equipment/ tools, materials and crew, he shall secure approval from NPC and a joint inspection with the NPC inspector and Contractor will be conducted to make sure that all his accomplishment / work that needs remedial attention or correction shall be done prior to the issuance of the Certificate of Completion.

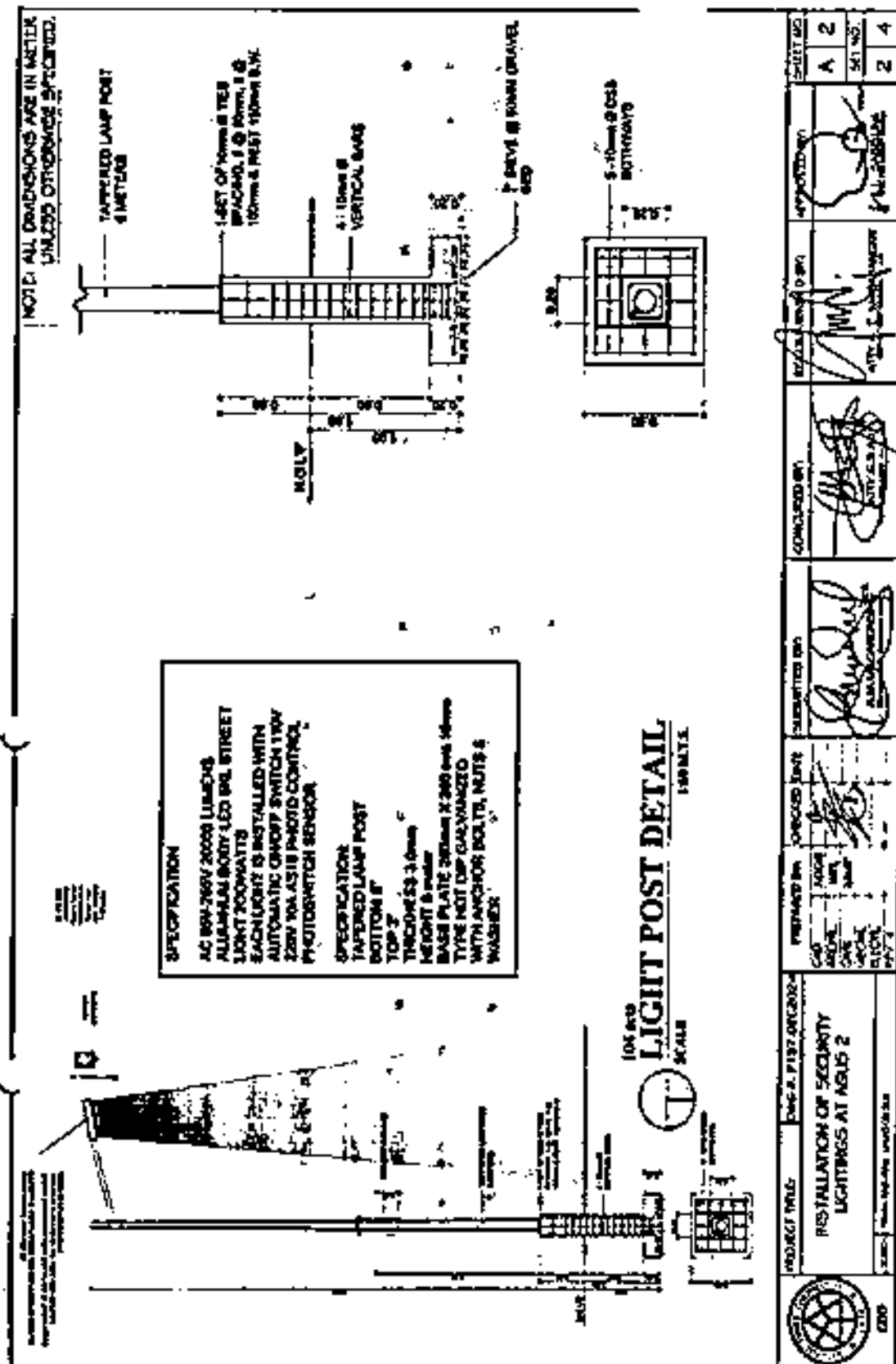
CW 10.4 MEASUREMENT AND PAYMENT

Work prescribed herein shall not be measured and paid separately; same shall be deemed to be included in pay items for other items for work.

Section VII. Drawings

- Sheet No. 1/4* – *Site Location Plan*
- Sheet No. 2/4* – *Light Post Detail*
- Sheet No. 3/4* – *Straight Line Diagram of 104 sets Security Lamp Post*
- Sheet No. 4/4* – *Circuit Breaker Housing*

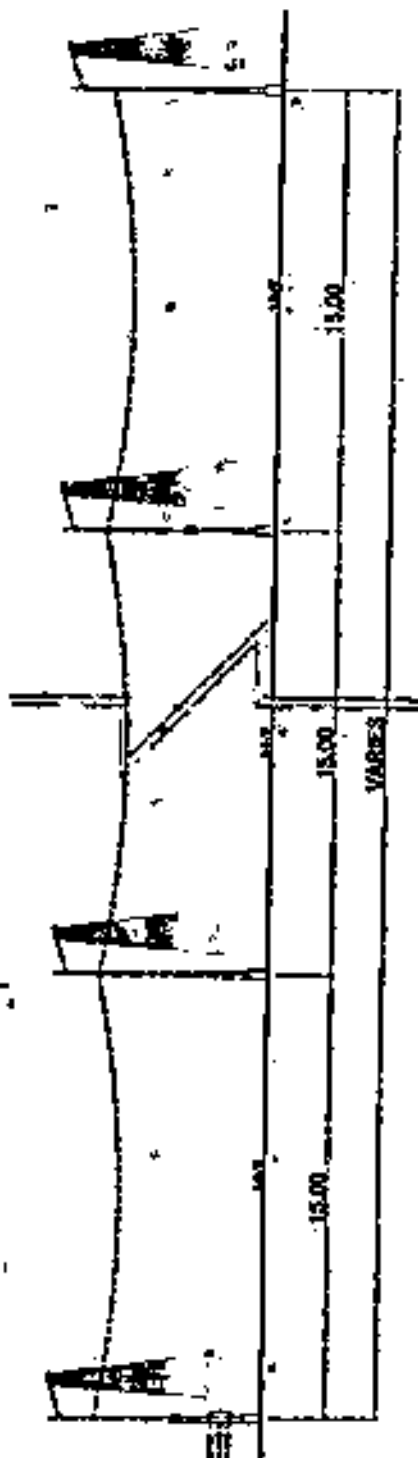




NOTE: ALL DIMENSIONS ARE IN METERS
UNLESS OTHERWISE SPECIFIED.

NOTE: SPECIFY TO END USER FOR
THE LOCATION OF TAPPING OF
CIRCUIT LINES

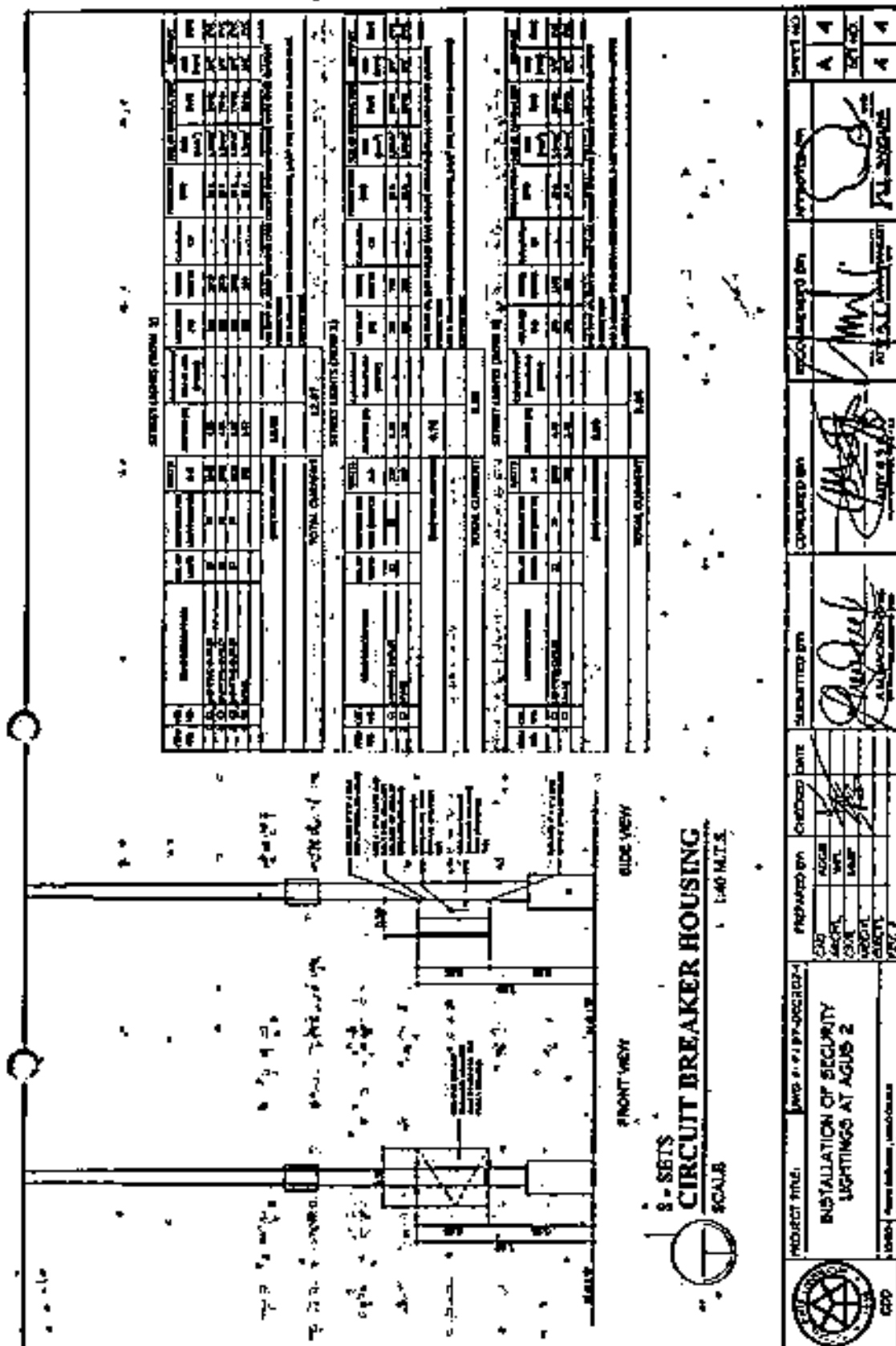
NOTE: USE THIN COPPERWIRE
STRANDED #8 FOR POST
DISTRIBUTION & #6 FROM MAIN
CIRCUIT LINE



STRAIGHT LINE DIAGRAM OF 104
SETS - SECURITY LAMP POST

1

| | | | | | | | | | | |
|--|----------------|--|--------------|-------|------------|--------------|-------|------------|-----------|-----|
| | PROJECT TITLE: | INSTALLATION OF SECURITY LIGHTINGS AT AGUS 2 | DESIGNED BY: | DATE: | 15.03.2025 | APPROVED BY: | DATE: | 15.03.2025 | SHEET NO. | A 3 |
| | PROJECT NO.: | MA-A2M25-008/NMFRA2025-AG2-023 | DESIGNED BY: | DATE: | 15.03.2025 | APPROVED BY: | DATE: | 15.03.2025 | SHEET NO. | 3 4 |
| | PROJECT NO.: | MA-A2M25-008/NMFRA2025-AG2-023 | DESIGNED BY: | DATE: | 15.03.2025 | APPROVED BY: | DATE: | 15.03.2025 | SHEET NO. | 3 4 |
| | PROJECT NO.: | MA-A2M25-008/NMFRA2025-AG2-023 | DESIGNED BY: | DATE: | 15.03.2025 | APPROVED BY: | DATE: | 15.03.2025 | SHEET NO. | 3 4 |



Section VIII. Bill of Quantity

[illegible]

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 bidding NPC-MinGen Standard Form No. NPCMIGNSF-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. NPCMIGNSF-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 Contractor'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

(c) Original copy of Bid Security. If in the form of a Surety Bond, using NPC-MinGen Standard Form No. NPCMIGNSF-INFR-03a, submit also a certification issued by the Insurance Commission; or

(f) Project Requirements, which shall include the following:
 a. Organizational chart for the contract to be bid using NPC-MinGen Standard Form No. NPCMIGNSF-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-MingGen Standard Form No. NPCMGNST-FINR-05;

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-MingGen Standard Form No. NPCMGNST-FINR-06 and its supporting documents; and

(g) ☒ Original duly signed Oath/Sworn Statement (OSS) using any of the following NPC-MingGen Standard Forms No.:
NPCMGNST-FINR-07a - for Sole Proprietorship;
NPCMGNST-FINR-07b - 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.

(h) ☒ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) using NPC-MingGen Standard Form No. NPCMGNST-FINR-08.

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-MingGen Standard Form No. NPCMGNST-FINR-09;

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-MingGen Standard Form No. NPCMGNST-FINR-10, and

(k) ☒ Original of duly signed (each and every page) Bid Prices in the Bill of Materials, using given form in Section VIII; and

- (1) ☒ Duly signed (each and every page) and accomplished Detailed Estimates including NPC-Mingem Standard Form No. NPCMGNSE-INFR-11a, including NPC-Mingem Standard Form No. NPCMGNSE-INFR-11b Detailed Unit Price Analysis (DUPA) and summary Sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bidding NPC form NPCMGNSE-INFR-12; and ~~Duly signed, each and every page~~ Cash Flow by Quarter or Month, as applicable
- (m) ☒ ~~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-06 | - | List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledged to the Proposed Omnibus Sworn Statement (Sole Proprietorship) |
| NPCMGNSF-INFR-07a | - | Omnibus Sworn Statement (Partnership/ Cooperative/Corporation/Joint Venture) |
| NPCMGNSF-INFR-08 | - | Computation of Net Financial Contracting Capacity (NFC) |
| NPCMGNSF-INFR-09 | - | Joint Venture Agreement |
| NPCMGNSF-INFR-10 | - | Bid Form |
| NPCMGNSF-INFR-11a | - | Detailed Cost Estimate Form |
| NPCMGNSF-INFR-11b | - | Detailed Unit Price Analysis (DUPA) |
| NPCMGNSF-INFR-12 | - | Summary Sheets of Materials Prices, Labor Rates and Equipment Rental Rates |

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 Obligor, 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 Principals Bid and the amount of the Bid that is accepted by the Employer.

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

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 Bidding 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 68.1, 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:

- Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- 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
- 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 hands this _____ day of *[month]* *[year]* at *[place of execution]*.

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

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

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: Installation of Security Lightings at Ayus 2 Phase 1

SECTION IX - CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

PR NO./REF. NO.: MAA2025-008/INFRA2025-A02-023

Standard Form Number: MPCA/GNSF-INFRA-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 (Part II) of Worker or Electrician, whichever is applicable
4. Copy of Diploma and/or Service Record/Certificate of Employment of previous and/or current employer of Foreman, Worker, Painter 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 the Technical Envelope is a list of satisfactory 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 qualifications and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

Standard Form Number: NPC/MGNSF-INF-06

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 the Technical Envelope is the list of its equipment units proposed for the contract to be bid, based on minimum equipment required in the bidding documents, which are owned (supported by proofs of ownership), leased, and/or under purchase agreements from 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-INFRA-07a

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;

- 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]

Omnibus Sworn Statement (Revised)
PARTNERSHIP/COOP/CORP/JOINT VENTURE

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 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;

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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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]

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:

$NFCC = [(Current\ assets\ minus\ current\ liabilities) \times 15]$ 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: _____

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

USD

2

USD

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 Representatives 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.

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

Standard Form No: NPCMGNSF-INFRA-10

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

Date : _____

Project Identification No. : _____

To: **The Vice President**
National Power Corporation
Mindanao Generation
Marla 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

¹ currently based on GPPB Resolution No. 09-2020

1.
Standard Form No: NPCMGNSF-INFR-10

Page 2 of 2

- k. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- l. 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.
- m. 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: Installation of Security Lighting at August 2 Phase 2

PR NO. REF. NO. IIA-A2A25-008ANF RA.2023-AQ2-023

DETAILED COST ESTIMATE FORM

[illegible]

Disposition

BID DOCUMENTS

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

NAME OF PROJECT: Installation of Security Lightings at Agus 2 Phase

1

PR. NO./REF. NO.: MA-A2M25-008/INFRRA2025-AG2-023

DETAILED UNIT PRICE ANALYSIS

| PAY ITEM | PAY ITEM DESCRIPTION | QTY | UNIT | | | |
|---|----------------------|-----|--------------|-----------------------------|------------|---------|
| I MATERIALS | | | | | | |
| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL COST | REMARKS |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| | | | | TOTAL MATERIAL COST | | |
| II LABOR | | | | | | |
| ITEM | DESCRIPTION | QTY | DAYS or HOUR | RATE/DAY or HOUR | TOTAL COST | REMARKS |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| | | | | TOTAL LABOR COST | | |
| III EQUIPMENT RENTAL | | | | | | |
| ITEM | DESCRIPTION | QTY | DAYS or HOUR | RENTAL/DAY or HOUR | TOTAL COST | REMARKS |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| | | | | TOTAL EQUIPMENT COST | | |
| TOTAL ESTIMATED DIRECT COST, EXC: | | | | | | |
| | | | | | | |
| OVERHEADS, CONTINGENCY & MISCELLANEOUS | | | | | | |
| VALUE ADDED TAX | | | | | | |
| PROFIT | | | | | | |
| TOTAL INDIRECT COST, ETC: | | | | | | |
| | | | | | | |
| TOTAL COST OF PAY ITEM | | | | | | |
| UNIT COST OF PAY ITEM | | | | | | |

*Standard Form No: NPCMGNSF-INF-12***SUMMARY SHEETS OF MATERIALS PRICES, LABOR RATES AND
EQUIPMENT RENTAL RATES**

Name of Bidder: _____

I. Unit Prices of Materials

| Materials Description | Unit | Unit Price |
|-----------------------|------|------------|
|-----------------------|------|------------|

II. Manpower Hourly Rates

| Designation | Rate/Hr. |
|-------------|----------|
|-------------|----------|

III. Equipment Hourly Rental Rates

| Equipment Description | Rental Rate/Hr. |
|-----------------------|-----------------|
|-----------------------|-----------------|

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

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

