



**TERMS OF REFERENCE**

**DESIGN AND BUILD**

PROJECT NAME: Completion of Road Network and Improvement of Drainage System in the Main Compound and Construction of Drainage in Annex at Orani Campus

LOCATION: Bataan Peninsula State University, Orani Campus

**SECTION 1: THE PROJECT**

**I. PROJECT DESCRIPTION:**

PROJECT NAME:	Completion of Road Network and Improvement of Drainage System in the Main Compound and Construction of Drainage in Annex at Orani Campus
LOCATION:	Bataan Peninsula State University, Orani Campus
APPROVED BUDGET FOR CONTRACT (ABC):	Php. 15,336,000.00
TOTAL LENGTH OF ROAD:	6.0 m wide – 425.00 lm 5.0 m wide - 347.00 lm 3.0 m wide – 301 lm
TOTAL LENGTH OF DRAINAGE:	0.30 m x 0.50 m x 697.00 m 0.20 m x 0.40 m x 540.00 m
PROJECT DURATION:	240 calendar days

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Note: Please refer to plans for the details

Scope of work:

1. Construction of 425.00 lm Portland Cement Concrete Pavement (PCCP) 6.00-meter-wide road at Site 1 of Orani Campus with curb and gutter (see plans for reference).
2. Construction of 347.00 lm Portland Cement Concrete Pavement (PCCP) 5.00-meter-wide road at Site 2 of Orani Campus with curb and gutter (see plans for reference).
3. Construction of 301.00 lm Portland Cement Concrete Pavement (PCCP) 3.00-meter-wide road at Site 2 of Orani Campus with curb and gutter (see plans for reference).
4. Construction of 0.30 m x 0.50 m x 697.00 m Reinforced Concrete Drainage with 100 mm thk. reinforced concrete cover (see plans for reference).
5. Construction of 0.20 m x 0.40 m x 321.00 m Reinforced Concrete Drainage with 100 mm thk. reinforced concrete cover (see plans for reference).
6. Provision of curb opening with screen at every 15.00 meters (see plans for reference).
7. Provision of transverse contraction joints at every 4.50 meters and longitudinal contraction joints at center line (1/3 of PCCP thickness with asphalt / rubber sealer)  
Note: Whenever concrete pouring shall be terminated, ensure termination falls under location of contraction joints.
8. Provision of reinforcement at all construction joints.
9. Provision of Street Lights



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### II. OBJECTIVES:

1. To provide a background information regarding the preparation and submission of the proposed project to Designer – Builder.
2. To provide a background information regarding the proposed project which should be handled in the shortest possible time, at an acceptable quality and performance to the Designer – Builder.
3. To outline the “Work” of the Designer – Builder that has to be performed under the terms of its contract.
4. To create a Safe, Functional ready to use Road.

- END OF SECTION -

### SECTION 2: THE PROCUREMENT AND IMPLEMENTATION OF CONTRACTS FOR DESIGN AND BUILD INFRASTRUCTURE PROJECTS

The guidelines for the procurement and implementation of contracts for design and build infrastructure projects shall be govern by the Annex “G” of The 2016 Revised Implementing Rules and Regulations of RA 9184 otherwise known as the “*Government Procurement Reform Act*”

- END OF SECTION -

### SECTION 3: TECHNICAL SPECIFICATIONS

#### DIVISION 01: GENERAL REQUIREMENTS

1. The work covered under this Contract consists of the furnishing all materials, labor, equipment, transportation, incidentals, facilities, and superintendence necessary to complete the project.
2. The Contractor is expected and **required** to attend the important phases of the bidding process of the said project. All concerns and questions shall be discussed on the Pre-Bid Phase.
3. The Contractor shall be responsible for carefully examining, comparing and verifying the data furnished by the Plans and specifications, the Contractor shall submit the matter to the Architect or his authorized representative for the proper explanation or necessary correction, before any adjustment shall be made. Any adjustment by the Contractor without such determination shall be at his risk and expense.
4. Ommited or wrongly described details of work, which are manifestly necessary to carry out the true intent of the drawings and specifications, shall be performed as if fully and correctly set forth and described in the drawings and specifications.
5. The procuring entity may, from time to time, make changes in the specifications and construction drawings. However, if the cost to the Contractor shall be materially increased by such change, the Procuring Entity shall pay the Contractor for the reasonable cost in accordance with the changes.
6. The contractor shall comply with the laws, City or Municipal Ordinances and all government specifications and regulations in so far as they are binding upon or affecting the portion the



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work hereto. The Contractor or those engaged thereon shall obtain all necessary licenses and permits and pay all taxes or fees, which may due to the local and/or National Government in connection with the prosecution of the work. He shall also be responsible for all damages to persons or property that may occur.

7. Unless otherwise specified, all materials shall be new and free from defects and imperfection. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and acceptable manner in strict accordance with the requirements of the Plans and Specifications. Preference will be given to articles or materials that are locally manufactured, conditions of quality and price being equal.
8. When called for by the Architect / Engineer, the Contractor shall furnish, for approval, full information and satisfactory evidence as to the kind and quality of materials or articles he will incorporate in the work. The contractor shall furnish, for Architect's approval, all samples when so directed.
9. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection. Any failure on the part of the Contractor to conform use materials that are not specified herein shall be under subsequent rejection, unless subject for approval.
10. Any alteration or revision of material usage without approval from the Architect / Engineer shall make the Contractor responsible and liable in terms of guarantee, workmanship and defects.
11. Workmanship shall be in accordance with the best standard practices and all operations required under any and all parts of the Specification shall be undertaken in a neat, workman-like manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.
12. Any alteration or revision on the execution of drawings without approval from the Architect / Engineer shall be under subsequent rejection and shall make the Contractor responsible and liable for any workmanship and execution defects.
13. Defective workmanship shall be remedied by the Contractor, at his expense. He shall not be entitled to any payment hereunder until defective workmanship has been remedied.
14. The Contractor shall provide and maintain adequate weather-tight facilities with water, light, and toilet facilities. He shall keep such places clean and free from flies. He shall remove all connections and appliances connected there with prior to the completion of the Contract and leave the premises perfectly clean.
15. The Contractor shall furnish all temporary water, lights and power and shall pay all expenses in connection therewith. Furthermore, the Contractor shall provide and pay for all water expenses for building purposes that are required by all trades.
16. The Contractor shall put up safety measures and continuously maintain adequate protection of all his work from damage and shall protect the Procuring Entity's property, as well as all materials furnished and delivered to him by the Entity. He shall make good any such damage, injury or loss, except such as may be caused by agents or employees of the Procuring Entity, or due to causes considered as an Act of God.
17. The Contractor shall enclose the site he possessed by a security fence with gate. See-through security fence shall not be allowed.
18. With respect to the construction of the buildings and other structures, the design and specifications shall conform to the standards set by:
  - a. Department of Public Works and Highways (DPWH)



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- b. National Building Code of the Philippines (NBCP) National Structural Code of the Philippines, 2010
- c. Accessibility Law
- d. Environmental Impact Statement as defined by the DENR other Engineering Standards.

### **DIVISION 02: SITE CONSTRUCTION**

#### **SEC. 02100 SITE PREPARATION:**

##### **SCOPE**

Furnish equipment and perform labor required to complete demolition of the existing structures, removal of salvaged materials, and disposal of resulting trash, waste, and other vegetation. See drawings for area coverage of work involved.

##### **EXAMINATION OF SITE**

Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered from failure to verify and know actual site conditions.

##### **PERMITS**

Secure and pay for all necessary permits needed for the work.

##### **PROTECTION**

Protect adjacent properties, persons, shrubs, trees, lawns, structures, and utilities against harm or damage.

##### **DISPOSAL OF MATERIALS**

1. All salvageable material shall remain the property of the Owner. Hauling and stacking of salvaged materials within a 300 meter radius to Owner's specified storage shall be at the account of the Contractor.
2. All debris and other materials resulting from the demolition work shall be immediately removed from the premises and dumped at sites provided by the Contractor in a manner approved by the Architect / Engineer.

##### **DEMOLITION**

1. Demolish and remove from site existing structures and other obstructions within the building and as indicated in the plans.
2. Where existing concrete on ground is to be demolished, remove all existing concrete and other obstructions to a depth of 300 mm below grade.
3. Cap all existing utility lines. Consult Owner before commencing work.

##### **CLEARING AND GRUBBING**

1. Uproot trees or cut down as shown in the plans or as directed by the Architect/ Engineer.
2. Protect trees indicated in the plans as "trees to be preserved".
3. Cut down trees in a manner to avoid damage to trees to be preserved. Prevent injury to structures or minimize danger to traffic.
4. Remove trees and roots and holes left behind shall be filled with suitable material and compacted in accordance with Section 02200: EARTHWORK.
5. Grub up or clear undergrowth, bushes, vegetation rubbish and all objectionable materials and dispose in accordance with item 2.01 of the Section.

##### **REPAIRS**

Repair damage done to property of any person or persons on or of the premises, by reason of the required work for Demolition. Clearing and Grubbing.



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### **SEC. 02200 EARTHWORK:**

#### **SCOPE**

- a.) Furnish material and equipment and perform labor required to complete.
  - Stripping
  - Site Grading
  - Trenching
  - Back filling
  - Compaction
  - De-watering
- b.) See drawings for location and extent of work required.

#### **VERIFICATION OF EXISTING CONDITIONS**

- a.) Verify and examine the site of work to familiarize with the character of materials to be encountered and all other existing conditions affecting the work.

#### **PROTECTION**

- a.) Provide adequate protection measures to protect materials, men and adjoining property.
- b.) Provide shoring, sheeting and bracing to prevent caving, erosions, or gulying of sides of excavation.
- c.) Provide for surface drainage during the period of construction in such manner as to avoid creating a nuisance to adjacent areas. Keep all excavation free of water at all times.

#### **SITE WORK**

- a.) Earthwork:
  - 1. Fill or borrow materials. Granular non-plastic material, laboratory approved, inert materials from off-site source.
  - 2. Excavated materials used as backfill, approved and clean material. Free of stones not larger than 50 mm (2") dia. roots and organic materials.
  - 3. Capillary water sieves, and barrier; uniformly graded or sized, non-porous aggregates or stone respectively.
- b.) Batter boards: Second class, pest free lumber assembled are rendered secure for proper delineation's of building lines and grades.
- c.) Soil Poisoning: Product and application by Contractor accredited termite and pest control contractor. There shall be no disturbance of treated soil between application of poison and pouring concrete.
- d.) Lawns and Plantings:
  - 1. Topsoil and plant backfill: Fertile, clean, natural soil of the locality. Topsoil shall be spread in a 200mm thick layer over the scarified sub-grade. Compaction 70%.

### **DIVISION 03 – CAST-IN-PLACE CONCRETE**

#### **I. GENERAL**

- A. The General condition applies to all work under this section of the specifications.
- B. Unless otherwise specified, the contractor or his sub-contractor shall furnish all materials, tools, equipment, apparatus, appliances, transportation, labor and supervision required furnishing and placing all the reinforced concrete shown on the drawings.
- C. All concrete work shall be done in accordance with the





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“Specifications for Concrete and Reinforced Concrete” as adopted by the National Structural Code for Buildings, and the American Concrete Institutes, “Building Code Requirements for Reinforced Concrete” (ACI-318-71) in so far as they do not conflict or are not inconsistent with specified provisions herein.

**II. STORAGE OF MATERIALS**

Cement and aggregates shall store in such a manner as to prevent deterioration or intrusion of foreign matter. Do not use deteriorated, contaminated or damaged material for concrete work.

**III. SUBSTITUTION OF MATERIALS**

Should the contractor desire to substitute any material or brand or manufacturer other than those specified material proposed, the substitution must be equal or superior in quality to the material specified in the specifications. The Contractor shall submit to the Architect or Engineer a written request for approval for the proposed substitution and if possible, shall be accompanied by samples of the proposed substitution.

**IV. QUALITY AND PROPORTIONING OF CONCRETE**

A. LABORATORY TEST RESULTS – Submit laboratory test reports for concrete material and mix design test as specified.

B. MINIMUM REQUIRED ULTIMATE COMPRESSIVE STRENGTH:

The quality of concrete as indicated by test specimen of cylinder at the age of 28 days shall be based on the following:

MIXTURE	STRENGTH
Class “EX-S” concrete	5,000 lbs. per sq. in
Class “AA” concrete	4,000 lbs. per sq. in
Class “A” concrete	3,000 lbs. per sq. in
Class “B” concrete	2,000 lbs. per sq. in
Class “C” concrete	1,000 lbs. per sq. in

All concrete that requires an ultimate compressive strength of 3,000 PSI and above shall be “READY-MIXED CONCRETE” and/or refer to Structural Plans in accordance to NSCP 2015.

C. PERMISSIBLE WATER-CEMENT RATIOS FOR CONCRETE:

SPECIFIED MINIMUM COMPRESSIVE STENGTH at 28 DAYS	NON-AIR ENTRAINED CONCRETE	AIR ENTRAINED CONCRETE
2500PSI	7-1/4	6-1/4
3000PSI	6-1/2	5-1/4
3500PSI	5-3/4	4-1/4
4000PSI	5	4



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### **V. TEST ON CONCRETE**

- A. The Contractor is required to make test on concrete samples taken from actual pouring on the site, under the supervision of the Architect's representative or Engineer-in-Charge and to pay and bear all the expenses of the test including transportation of the samples.
- B. Concrete Samples. Throughout the period that concrete is being poured into the forms and while spading operations are being done, sets of test samples in cylinders shall be taken from fresh concrete from the forms. After the samples have been prepared, they should be marked and placed where the Architect's representative or Engineer-in-Charge may designate and shall be protected from damages and kept moist for a period of twenty-six (26) days.
- C. At least one set, nine (9) pieces of samples shall be taken from each twenty-five (25) cubic meters of Class 4000 PSI, 3000 PSI, and 2500 PSI concrete deposited. Each sample, six (6) inches in diameter by twelve (12) inches long
- D. All samples shall be given identification on name of project, number of samples, proportion of concrete, date taken and where taken (Covered Station).

### **SECTION 4: DESIGN CONSIDERATIONS**

- 1. Existing Topography
- 2. Safety
- 3. Functional
- 4. Accessibility

### **SECTION 5: PROJECT COST ESTIMATES**

The bidders shall submit the quantities and cost of the different types of works to be carried out in accordance with DPWH Department Order No. 72 series of 2012 dated October 5, 2012. In particular, the quantities and cost of each work item shall be calculated and a bill of quantities shall be prepared. The bidders shall draw up a unit price analysis for each of the main pay work items.

The unit price of each of the main work pay items shall include:

- A. Cost of the Preliminary and Detailed Architectural and Engineering Design – Should be in accordance with NEDA guidelines.
- B. Construction Cost of the Project;
  - 1. The Direct Cost are the following:
    - a. Cost of Materials to be used in doing the work item called for, which shall include the following:
      - a.1. Cost of source, including processing, crushing, stockpiling, loading, local taxes, construction and/or maintenance of haul roads, etc.
      - a.2. Expenses for hauling to project site.
      - a.3. Handling expenses





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- a.4. Storage
    - a.5. Allowance for waste and/or losses, not to exceed 5% of materials requirement.
  - b. Cost of Labor:
    - b.1. Salaries and wages as authorized by the Department of Labor and Employment
  - c. Equipment Expenses:
    - c.1. Rental of equipment which shall be based on the prevailing "Associated Construction Equipment Lessors, Inc." (ACEL) rental rates approved for use by the DPWH (Presently it is the 2009 ACEL Rates). Rental rates of equipment not indicated in the ACEL booklet shall be taken from the rental rates prepared by the DPWH Bureau of Equipment. For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.
    - c.2. Mobilization and demobilization, shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. In no case shall mobilization and demobilization exceed 1% of the Estimated Direct Cost (EDC) of the civil works items.
2. The Indirect Cost shall consist of the following:
  - a. Overhead Expenses - ranges from 5 - 8% of the EDC, which includes the following:
    - a.1. Engineering and Administrative Supervision.
    - a.2. Transportation allowances.
    - a.3. Office Expenses, e.g., for office equipment and supplies, power and water consumption, communication and maintenance.
    - a.4. Premium on Contractor's All Risk Insurance (CARI).
    - a.5. Financing Cost.
      - Premium on Bid Security
      - Premium on Performance Security
      - Premium on Surety for Advance Payment
      - Premium on Warranty Bond (one year)
  - b. Contingencies - ranges from 0.5 - 3% of the EDC. These include expenses for meetings, coordination with other stakeholders, billboards (excluding Project Billboard which is a pay item under the General requirements), stages during ground breaking & inauguration ceremonies and other unforeseen events
  - c. Miscellaneous Expenses - ranges from 0.5 - 1% of the EDC. These include laboratory tests for quality control and plan preparation.
  - d. Contractor's Profit Margin – shall be 8% of EDC: for projects above Php5 Million and 10% for projects Php5 Million and below



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- e. VAT Component - shall be 7% of the sum of the EDC, OCM and Profit. The following items shall not be subjected to OCM and Profit mark-up:
  - e.1. Mobilization and demobilization
  - e.2. Provision of Service Vehicle
- f. The following non-civil works items shall not be subjected to OCM mark-up:
  - f.1. Field/Laboratory Office & Living Quarters (Rental Basis)
  - f.2. Furnishing, Laboratory Equipment, Survey Equipment and Consumables
  - f.3. Assistance to the Engineers
  - f.4. Photographs B.7.5 Health and Safety B.7.6 Traffic Management
  - f.5. Environmental Compliance
  - f.6. Communication Equipment, etc.

### **SECTION 6: CONSTRUCTION PHASE CONSIDERATIONS**

#### **1. Permits and Clearance**

The bidders shall defray and all expenses necessary and incidental for the Project be able to secure the Environmental Clearance Certificate (ECC), including the corresponding Tree Cutting Permit (if any tree needs to be cut from the concerned government agencies, if necessary). The contractor shall, upon authorization of the Municipal Government, make representations with the government agencies concerned to expedite the release of the same. Obtain and pay the corresponding fees for all necessary approvals, permits and certificates such as the following:

1. Building Permit
2. Certificate of Completion of the Building
3. Occupancy Permit
4. All other permits as may be required for the construction

#### **2. Temporary Structures & Facilities**

The contractor shall provide and maintain the following:

1. Temporary office and/or quarters for the contractor's project team personnel with water, light, telephone and toilet facilities.
2. Temporary bunkhouse/quarters for the contractor's workforce complete with toilet and bath facilities.

#### **3. Mobilization**

The contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and insufficient number as may be necessary for his efficient undertaking of the project.



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**4. Construction Proper**

The contractor shall prosecute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness in the project area throughout the duration of the contract. The Contractor shall deploy qualified workers with necessary certification.

**5. Electrification**

The contractor shall pay to the local power utility the cost of providing the additional electrical distribution facilities for the project.

**6. Material Testing**

All material testing shall be conducted by the accredited testing laboratories.

**7. Subcontracts**

Subcontracting is not allowed.

**8. Key Personnel**

The key personnel must meet the required minimum years of experience set below:

Key Personnel	General Experience	Relevant Experience
1 – Project Engineer	5 years	3 years
1 – Safety Officer	5 years	3 years
1 – Foreman	10 years	5 years
4 – Skilled	5 years	3 years
15 – Helper	1 year	1 year

**9. Equipment**

The minimum major equipment requirements are the following:

Equipment	Capacity	Number of Units
Road Roller	-	1
Bulldozer	-	1
Backhoe with pavement breaker	0.80 cu.m	1
Dump Truck	12 cu.yd.	1
Road Grader	-	1
Payloader	1.50 cu.m	1
Water Truck	16000 L	1

**SECTION 7: CONTRACT IMPLEMENTATION**

(Of the 2016 Revised IRR of RA 9184 “ANNEX G”)

1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.
2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents.
3. The Contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice to proceed for approval by the procuring entity that shall include, among others:
  - i. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;



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- ii. Periods for review of specific outputs and any other submissions and approvals;
  - iii. Sequence of timing for inspections and tests as specified in the contract documents;
  - iv. General description of the design and construction methods to be adopted;
  - v. Number and names of personnel to be assigned for each stage of the work;
  - vi. List of equipment required on site for each major stage of the work; and
  - vii. Description of the quality control system to be utilized for the project.
4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractors cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders: i. Change Orders resulting from design errors, omissions or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity. ii. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following: a. an extension of time for any such delays under Section 10 of Annex E; or b. payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price.
6. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.
7. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex E.
8. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.
9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
10. All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.
11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.2 of the IRR.H

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### SECTION 8: SUBMITTALS

#### I. BIDDING REQUIREMENTS:

##### 1. Documents Comprising the Bid: Eligibility and Technical Components

4 Copies (1 original copy and 3 duplicate copies) of bid documents

- a. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- b. 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.
- c. 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**.
- d. 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**.

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**.

##### 2. Documents Comprising the Bid: Financial Component

4 Copies (1 original copy and 3 duplicate copies) of bid documents

- a. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- b. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- c. 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.

##### 3. Additional Technical Documents

4 Copies (1 original copy and 3 duplicate copies) of bid documents

**a. Architectural** – 4 copies of Architectural Plans in A3 size given by the BPSU OPPES Technical Working Group for Infrastructure

**b. Structural** - 4 copies of Structural Plans in A3 size given by the BPSU OPPES Technical Working Group for Infrastructure



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- c. 4 copies of Road Survey signed and sealed by Geodetic Engineer.
- d. 4 copies of Street Lights/ Lamp Layout with Illumination Design and Computation to be signed and sealed by Professional Electrical Engineer.

Prepared by:

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