# PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Government of the Republic of the Philippines

# SUPPLY AND DELIVERY OF VARIOUS PIPES AND FITTINGS

Sixth Edition July 2024

#### **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**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.

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

**CDA** - Cooperative Development Authority.

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.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$  works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**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]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**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.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**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.

**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.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## Section I. Invitation to Bid

#### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





#### INVITATION TO BID

The **PILI WATER DISTRICT**, through its BIDS AND AWARDS COMMITTEE invites suppliers/manufacturers to apply for eligibility and to bid for the following project:

Name of Project	Approved Budget of the Contract (Php)	Cost of Bid Documents (Php)	Contract Duration (CD)
Supply and Delivery of Various Pipes and Fittings	Php 1,081,657.00	Php 1,000.00	15

The Funding Source is the GOP through the Corporate Budget for 2024 approved by the board. Bids received in excess of the ABC shall be automatically rejected at bid opening. Prospective Bidders should have completed within Five (5) years from the date of submission and receipt of bids, a contract similar to the project and the contract amount should be at least fifty percent (50%) of the ABC to be bid.

Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184) as amended, otherwise known as the "Government Procurement Reform Act".

The schedule of activities is listed as follows:

SCHEDULE OF ACTIVITIES				
Pre-bid Conference	August 7, 2024 (2:00 PM)			
Bids Opening	August 20, 2024 (2:00 PM)			
Bid Evaluation	August 22, 2024			
Post-Qualification	August 23-27, 2024			
Notice of Award	August 28, 2024			
Contract Signing	August 29, 2024			
Notice to Proceed	August 30, 2024			

Bidding Documents may be acquired by interested Bidders from Pili Water District office upon payment of a non-refundable amount stated above and can be viewed and downloaded at www.piliwaterdistrict.gov.ph

Bidding is restricted to eligible bidders as described in ITB 5.1.

Bids must be delivered on or before the above stated scheduled dates at Pili Water District office. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.1.

The PILI WATER DISTRICT reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

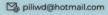
For further information, please contact:

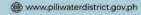
(Sgd.) **ROWENA A. MONGOSO** BAC Secretary 09190664598

Bulos na danay, Serbisyong tunay!















# INVITATION TO BID FOR SUPPLY AND DELIVERY OF VARIOUS PIPES AND FITTINGS

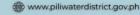
- 1. The **Pili Water District**, through the **Corporate Budget for CY 2024** intends to apply the sum of **Php 1,081,657.00** being the ABC to payments under the contract for **Supply and Delivery of Various Pipes and Fittings / PR. No. 24-07-234, 235**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Pili Water District** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Fifteen (15) Calendar Days**. Bidders should have completed, **within the past five (5) years** from the date of submission and receipt of bids, 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 a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from BAC Secretariat, Pili Water District, Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur and inspect the Bidding Documents at the address given below during office hours, 8:00 AM to 5:00 PM, Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 1-20**, **2024** from the given address and website(s) **www.piliwaterdistrict.gov.ph** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 1,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

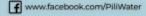
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- 6. The Pili Water District will hold a Pre-Bid Conference on August 7, 2024, 2:00 PM at the given address below and/or via Zoom Meeting (Meeting ID: 330 719 2475, Passcode: bac2021) which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **August 20, 2024, 1:30 PM**. 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 14.
- 9. Bid opening shall be on **August 20, 2024, 2:00 PM** at the given address below and/or via **Zoom Meeting (Meeting ID: 330 719 2475, Passcode: bac2021**). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **Pili Water District** 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### **ROWENA A. MONGOSO**

BAC Secretary Pili Water District Sta. Rita Agro-Industrial Park San Jose, Pili, Camarines Sur 09190664598

12. You may visit our official webpage <u>www.piliwaterdistrict.gov.ph</u> for downloading of Bidding Documents.

July 26, 2024

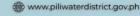
JOREX B. OLIVARES
BAC Chairperson

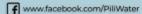
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## Section II. Instructions to Bidders

#### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, Pili Water District wishes to receive Bids for the **Supply and Delivery of Various Pipes and Fittings**, with identification number **24-07-234**, **235**.

The Procurement Project (referred to herein as "Project") is composed **various pipes** and fittings, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **One Million Eighty-One Thousand Six Hundred Fifty-Seven Pesos only (Php 1,081,657.00)**.
- 2.2. The source of funding is:
  - a. GOCC, 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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

#### 7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:
  - a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Pili Water District, San Jose, Pili, Camarines Sur** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **ITB.** 

#### 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 VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five** (5) **years** prior to the deadline for the submission and receipt of bids.

10.3. 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. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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**.
- 14.2. The Bid and bid security shall be valid until **120 days after bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. 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 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.

#### 16. Deadline for Submission of Bids

16.1. 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**.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

#### 17. Opening and Preliminary Examination of Bids

17.1. 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.

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

#### 18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.1. 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

21.1. 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

#### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

ITB								
Clause								
5.3	For this purpose, contracts similar to the Project shall be:							
	a. Contracts for the supply and delivery of various types and sizes of pipes and fittings.							
	b. Completed within the last five years prior to the deadline for the submission and receipt of bids.							
7.1	Subcontracting is not allowed.							
12	The price of the Goods shall be quoted DDP Pili Water Dis Industrial Park, San Jose, Pili, Camarines Sur.	trict, Sta. Rita Agro-						
14.1	The bid security shall be in the form of a Bid Securing Dec following forms and amounts:	claration, or any of the						
	a. The amount of not less than <b>P 21,633.14</b> [(2%) of A in cash, cashier's/manager's check, bank draft/gualetter of credit; or							
	b. The amount of not less than <b>P 54,082.85</b> [(5%) of A in Surety Bond.	ABC] if bid security is						
19.3								
	No. Item	Quantity						
	Fittings	,						
	1 Brass Faucet 1/2Ø Plain End	50 pcs						
	2 CI Coupling Reducer 10"Ø x 8"Ø PN16	1 pcs						
	3 CI Coupling Reducer 4 x 3" PN16	1 pcs						
	4 CI Coupling Reducer 6 x 4" PN16	1 pcs						
	5 CI Coupling Reducer 8"Ø x 6"Ø PN16	1 pcs						
	6 CI Elbow 10Ø x 90" PN16	1 pcs						
	7 CI Elbow 2Ø x 90" PN16	5 pcs						
	8 CI Elbow 3Ø x 90" PN16	2 pcs						
	9 CI Elbow 4Ø x 90" PN16	2 pcs						
	10 CI Gate Valve 2"Ø PN16							
		3 pcs 3 pcs						
	11 CI Gate Valve 3"Ø PN16	3 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16	3 pcs 2 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16	3 pcs 2 pcs 30 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16 15 CI Sleeve Type Coupling 2"Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs 50 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16 15 CI Sleeve Type Coupling 2"Ø PN16 16 CI Sleeve Type Coupling 3"Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs 50 pcs 20 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16 15 CI Sleeve Type Coupling 2"Ø PN16 16 CI Sleeve Type Coupling 3"Ø PN16 17 CI Sleeve Type Coupling 4"Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs 50 pcs 20 pcs 25 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16 15 CI Sleeve Type Coupling 2"Ø PN16 16 CI Sleeve Type Coupling 3"Ø PN16 17 CI Sleeve Type Coupling 4"Ø PN16 18 CI Sleeve Type Coupling 6"Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs 50 pcs 20 pcs 25 pcs 25 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16 15 CI Sleeve Type Coupling 2"Ø PN16 16 CI Sleeve Type Coupling 3"Ø PN16 17 CI Sleeve Type Coupling 4"Ø PN16 18 CI Sleeve Type Coupling 6"Ø PN16 19 CI Sleeve Type Coupling 8"Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs 50 pcs 20 pcs 25 pcs 25 pcs 2 pcs						
	11 CI Gate Valve 3"Ø PN16 12 CI Gate Valve 6"Ø PN16 13 CI Saddle Clamp 4Ø x 3/4'Ø PN16 14 CI Saddle Clamp 6Ø x 3/4'Ø PN16 15 CI Sleeve Type Coupling 2"Ø PN16 16 CI Sleeve Type Coupling 3"Ø PN16 17 CI Sleeve Type Coupling 4"Ø PN16 18 CI Sleeve Type Coupling 6"Ø PN16	3 pcs 2 pcs 30 pcs 30 pcs 50 pcs 20 pcs 25 pcs 25 pcs						

	23	G.I. Coupling Reducer 3/4" X 1/2" (standard) s-40	20	pcs
	G.I. Coupling Reducer 1/2" X 1/4" ( standard ) s-		20	pcs
	25	G.I. Elbow 1/2 x 90" ( standard )s-40	300	pcs
	26	G.I. Elbow 3/4 x 90" ( standard )s-40	525	pcs
	27	G.I. Elbow 1" x 90" ( standard )s-40	15	pcs
	28	G.I. Plug 1/2" ( standard) s-40	200	pcs
	29	G.I. Straight Elbow 1/2" ( standard) s-40	325	pcs
	30	G.I. Tee 1" ( standard) s-40	20	pcs
	31	G.I. Tee 3/4" ( standard ) s-40	60	pcs
	32	G.I. Tee Reducer 1" x 3/4" ( standard) s-40	50	pcs
	33	Plastic Air Release Valve 1"Ø	5	pcs
	34	Teflon Tape 1/2"Ø (thickness 3.5mils) 1/2"x 0.075mmx10m	2000	pcs
	Tailpiece 1"Ø (Brass and standard with hole for meter seal)		10	pcs
	36	Tailpiece 1/2"Ø (Brass and standard with hole for meter seal)	300	pcs
	Pipes			
	37	G.I. Pipe 1" ( standard )s-40	3	pcs
	38	G.I. Pipe 1/2" (standard)s-40	38	pcs
	39	G.I. Pipe 2" (standard)s-40	1	pcs
	40	HDPE Pipe 1" (100 meter/roll)	15	rolls
				_
20.1		income and business tax returns filed and paid throu and Payment System (eFPS) may be included in tents.		
21.1	No furt	ther instruction.		

# Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).** 

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of RA No. 9184

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

#### 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

# Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# **Special Conditions of Contract**

	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered at <b>Pili Water District, Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur.</b> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is VON P. BACARES, Acting Department Manager-AGSD.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
	2. in the event of termination of production of the spare parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

#### Regular and Recurring Services -

[In case of contracts for regular and recurring services, state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."

- 2.2 The terms of payment shall be thirty (30) calendar days upon delivery.
- 4 No further instructions.

# Section VI. Schedule of Requirements

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

Item Number	Description	Quan	ntity	Delivered, Weeks/Months				
Fittings	Fittings							
	Brass Faucet 1/2Ø Plain			Within 15 CD upon				
1	End	50	pcs	issuance of Notice to				
	End			Proceed				
	CI Coupling Reducer			Within 15 CD upon				
2	10"Ø x 8"Ø PN16	1	pcs	issuance of Notice to				
	10 0 x 0 0 11110			Proceed				
	CI Coupling Reducer 4 x			Within 15 CD upon				
3	3" PN16	1	pcs	issuance of Notice to				
	3 11(10			Proceed				
	CI Coupling Reducer 6 x			Within 15 CD upon				
4	4" PN16	1	pcs	issuance of Notice to				
	1 11(10			Proceed				
_	CI Coupling Reducer 8"Ø			Within 15 CD upon				
5	x 6"Ø PN16	1	pcs	issuance of Notice to				
				Proceed				
_	CI Elbow 10Ø x 90" PN16			Within 15 CD upon				
6		1	pcs	issuance of Notice to				
				Proceed				
_	CI Elbow 2Ø x 90" PN16	_		Within 15 CD upon				
7		5	pcs	issuance of Notice to				
				Proceed				
0	CLEIL 20 OOU DNI	2		Within 15 CD upon				
8	CI Elbow 3Ø x 90" PN16	2 p	pcs	issuance of Notice to				
				Proceed				
0	CI Ell 40 00" DN16	2		Within 15 CD upon				
9	CI Elbow 4Ø x 90" PN16	2	pcs	issuance of Notice to				
				Proceed Within 15 CD year				
10	CI Gate Valve 2"Ø PN16	2		Within 15 CD upon issuance of Notice to				
10	Croate valve 2 Ø PN10	3	pcs	Proceed				
11	CI Gate Valve 3"Ø PN16	3	nce	Within 15 CD upon issuance of Notice to				
11	Croate valve 3 Ø 11110	3	pcs	Proceed				
				Within 15 CD upon				
12	CI Gate Valve 6"Ø PN16	2	pcs	issuance of Notice to				
12		2	Pes	Proceed				
				Within 15 CD upon				
13	CI Saddle Clamp 4Ø x	30	pcs	issuance of Notice to				
13	3/4'Ø PN16	30	pes	Proceed				
				1100000				

14	CI Saddle Clamp 6Ø x	30	pcs	Within 15 CD upon issuance of Notice to
17	3/4'Ø PN16	30	pes	Proceed
				Within 15 CD upon
15	CI Sleeve Type Coupling	50	pcs	issuance of Notice to
13	2"Ø PN16	30	pes	Proceed
				Within 15 CD upon
16	CI Sleeve Type Coupling	20	pcs	issuance of Notice to
10	3"Ø PN16	20	pes	Proceed
				Within 15 CD upon
17	CI Sleeve Type Coupling	25	pcs	issuance of Notice to
1 /	4"Ø PN16	23	pes	Proceed
				Within 15 CD upon
18	CI Sleeve Type Coupling	25	nog	issuance of Notice to
10	6"Ø PN16	23	pcs	
				Proceed Within 15 CD years
10	CI Sleeve Type Coupling	2		Within 15 CD upon
19	8"Ø PN16	2	pcs	issuance of Notice to
				Proceed
20	G.I. Bushing Reducer 3/4	2.5		Within 15 CD upon
20	x 1/2" ( standard ) s-40	25	pcs	issuance of Notice to
	( ( ) ( ) ( ) ( ) ( ) ( )			Proceed
	G.I. Coupling Reducer 1 x	_		Within 15 CD upon
21	3/4" (standard) s-40	8	pcs	issuance of Notice to
	e, : (sumanz ) s : s			Proceed
	G.I. Coupling Reducer 2"			Within 15 CD upon
22	X 1" (standard) s-40	6	pcs	issuance of Notice to
	, , ,			Proceed
	G.I. Coupling Reducer			Within 15 CD upon
23	3/4" X 1/2" ( standard ) s-	20	pcs	issuance of Notice to
	40			Proceed
	G.I. Coupling Reducer			Within 15 CD upon
24	1/2" X 1/4" ( standard ) s-	20	pcs	issuance of Notice to
	40			Proceed
	G.I. Elbow 1/2 x 90" (			Within 15 CD upon
25	standard )s-40	300	pcs	issuance of Notice to
	standard )s-40			Proceed
	G I Flhow 2/4 v 00" (			Within 15 CD upon
26	G.I. Elbow 3/4 x 90" ( standard )s-40	525	pcs	issuance of Notice to
	standard )s-40			Proceed
	G I Flbow 1" v 00" (			Within 15 CD upon
27	G.I. Elbow 1" x 90" (	15	pcs	issuance of Notice to
	standard )s-40		1	Proceed
	G.I. Dhug 1/2" ( standard)			Within 15 CD upon
28	G.I. Plug 1/2" (standard)	200	pcs	issuance of Notice to
	s-40		-	Proceed
	CI CI II EII 1/2"			Within 15 CD upon
29	G.I. Straight Elbow 1/2" (	325	pcs	issuance of Notice to
	standard) s-40	<i></i>	r	Proceed
L	1			

30	G.I. Tee 1" ( standard) s-40	20	pcs	Within 15 CD upon issuance of Notice to Proceed
				Within 15 CD upon
31	G.I. Tee 3/4" ( standard )	60	pcs	issuance of Notice to
31	s-40	00	pes	Proceed
				Within 15 CD upon
32	G.I. Tee Reducer 1" x 3/4"	50	<b>n</b> 00	issuance of Notice to
32	( standard) s-40	30	pcs	Proceed
33	Plastic Air Release Valve	5	***	Within 15 CD upon issuance of Notice to
33	1"Ø	3	pcs	
	T-fl T 1/200			Proceed
24	Teflon Tape 1/2"Ø	2000		Within 15 CD upon
34	(thickness 3.5mils) 1/2"x	2000	pcs	issuance of Notice to
	0.075mmx10m			Proceed
2.5	Tailpiece 1"Ø (Brass and	10		Within 15 CD upon
35	standard with hole for	10	pcs	issuance of Notice to
	meter seal)			Proceed
	Tailpiece 1/2"Ø (Brass and			Within 15 CD upon
36	standard with hole for	300	pcs	issuance of Notice to
	meter seal)			Proceed
Pipes				
	G.I. Pipe 1" (standard)	_		Within 15 CD upon
37	s-40	3	pcs	issuance of Notice to
	3 10			Proceed
	G.I. Pipe 1/2" (standard			Within 15 CD upon
38	) s-40	38	pcs	issuance of Notice to
	) 3-40			Proceed
	G.I. Pipe 2" (standard			Within 15 CD upon
39	)s-40	1	pcs	issuance of Notice to
	/s- <del>1</del> 0			Proceed
	HDDE Ding 1" (100			Within 15 CD upon
40	HDPE Pipe 1" (100	15	rolls	issuance of Notice to
	meter/roll)			Proceed
L				1

# Section VII. Technical Specifications

#### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# **Technical Specifications**

Item Specification	Statement of Compliance
or ind Spe per per off Co. a B. evil ma lite spe ma dat is subthe und sta of that eval exe as sup	idders must state here either "Comply"  "Not Comply" against each of the dividual parameters of each ecification stating the corresponding rformance parameter of the equipment fered. Statements of "Comply" or "Not omply" must be supported by evidence in Bidders Bid and cross-referenced to that idence. Evidence shall be in the form of anufacturer's un-amended sales erature, unconditional statements of ecification and compliance issued by the anufacturer, samples, independent test ta etc., as appropriate. A statement that not supported by evidence or is beequently found to be contradicted by the evidence presented will render the Bid der evaluation liable for rejection. A attement either in the Bidder's statement compliance or the supporting evidence at is found to be false either during Bid aluation, post-qualification or the ecution of the Contract may be regarded fraudulent and render the Bidder or applier liable for prosecution subject to the applicable laws and issuances.]

# **Technical Specifications**

No.	Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
Fitti	ngs			
1	Brass Faucet 1/2Ø Plain End	50 pcs	Material Brass Size 1/2 " Ø Length 2 inches	
2	CI Coupling Reducer 10"Ø x 8"Ø PN16	1 pcs		
3	CI Coupling Reducer 4 x 3" PN16	1 pcs	Standard Shall meet the requirements of	
4	CI Coupling Reducer 6 x 4" PN16	1 pcs	applicable ASTM, AWWA, and ISC Scope 50mm (2 in.) to 300 mm (12 in.)  Color Shall be provided with an exterior protective coating  Composition Shall be cast iron bodied	
5	CI Coupling Reducer 8"Ø x 6"Ø PN16	1 pcs	Mechanical-Mechanical Connection  Marking Shall be clearly marked with the following information;	
6	CI Elbow 10Ø x 90" PN16	1 pcs	Name of Product Nominal Outside Diameter Series and/ or Nominal Pressure, MPa	
7	CI Elbow 2Ø x 90" PN16	5 pcs	Manufacturer's name or its recognized trademark	
8	CI Elbow 3Ø x 90" PN16	2 pcs		
9	CI Elbow 4Ø x 90" PN16	2 pcs		
10	CI Gate Valve 2"Ø PN16	3 pcs	Standard Conforming to "Standard for Resilient Seated Gate Valves" (AWWA C509)  Color Shall be provided with an exterior protective coating  Composition Shall be cast iron bodied, with	
11	CI Gate Valve 3"Ø PN16	3 pcs	resilient seats applied to the body and gate. Discs shall be cast iron with bronze disc rings, and the seat ring shall be bronze and replaceable. The valves shall have a 50 mm (2 in) square operating nut with a cast arrow showing direction in which the nut is to be	

	1	1				1
					turned to open the valve. Valves	
					shall be constructed to permit the	
					:	
					replacement of the "O" rings	
					above the stem collar under full	
					working pressure with the valves	
					in the full open position	
				Rating	All valves shall be designed for a	
	CLC 4 VI 1 CUO			ŭ	minimum water working pressure	
12	CI Gate Valve 6"Ø	2	pcs		of 1.0 Mpa (150 psi)	
12	PN16		pes	Moddina	Shall be clearly marked with the	
				Marking	1	
					following information;	
					Name of Product	
					Nominal Outside Diameter	
					Series and/ or Nominal	
					Pressure, MPa	
					Manufacturer's name or its	
					recognized trademark	
					recognized trademark	
				Ctondord	Shall meet the requirements of	
				Standard	applicable ASTM, AWWA, and ISO	
				Scope	50mm (2 in.) to 300 mm (12 in.)	
				Color	Shall be provided with an exterior	
	CI Saddle Clama			Coloi	protective coating	
13	CI Saddle Clamp	30	pcs	Commonition	ļ	
10	4Ø x 3/4'Ø PN16		Pes	Composition	Saddle Clamps shall be at least 50	
					mm (2 in) wide, bolted on each	
					side. Bolt and shall be made	
					stainless steel, brass or bronze.	
					And shall be shaped to the	
					various pipe diameter to which	
					they are to be fitted and shall be	
					provided with an approved	
					resilient neoprene rubber gasket	
					with minimum bearing width of	
	CI Saddle Clamp				12mm (1/2 in). The tapping	
14		30	pcs		thread shall be at least 30 mm	
	6Ø x 3/4'Ø PN16		1		deep and drilled in accordance	
					with iron pipe thread dimensions.	
					Shall be designed for a minimum	
				Rating	water working pressure of 1.0	
					Mpa (150 psi)	
						1
	CI Sloove Tyres			Standard	Shall be Smith-Blair, Style 411 or	
	CI Sleeve Type				Style 412, equivalent styles	
15	Coupling 2"Ø	50	pcs		equivalent styles manufactured	
	PN16		-			
	11110			Cocoo	by Dresser.	
				Scope	50mm (2 in.) to 300 mm (12 in.)	
				Color	Shall be provided with an exterior	
	CI Sleeve Type				protective coating	
, -		•		Composition	Couplings shall be of steel with	
16	Coupling 3"Ø	20	pcs	-	steel bolts, without pipe stop, and	
	PN16				shall be of sizes to fit the pipe.	
					The middle ring shall be not less	
					than 6mm (1/4) in thickness and	
	CI Sloava Trons				shall be 125 to 175 mm (5 in. to 7	
	CI Sleeve Type				I I	
17	Coupling 4"Ø	25	pcs		in) long for standard steel	
	PN16		•		couplings. Bolts for exposed	
	11110				coupling shall be hot-dip	
	GI GI -				galvanized.	
	CI Sleeve Type			Marking	Shall be clearly marked with the	
18	Coupling 6"Ø	25	pcs		following information;	
10	1 0	23	Pos		Name of Product	
	PN16			<u> </u>	Name of Froduct	
	l .					1

19	CI Sleeve Type Coupling 8"Ø PN16	2	pcs		Nominal Outside Diameter Series and/ or Nominal Pressure, MPa Manufacturer's name or its recognized trademark	
20	G.I. Bushing Reducer 3/4 x 1/2" ( standard ) s-40	25	pcs			
21	G.I. Coupling Reducer 1 x 3/4" (standard ) s-40	8	pcs			
22	G.I. Coupling Reducer 2" X 1" (standard ) s-40	6	pcs			
23	G.I. Coupling Reducer 3/4" X 1/2" (standard) s-40	20	pcs	Gandard	Confirming to ASTM A 120 CC	
24	G.I. Coupling Reducer 1/2" X 1/4" (standard) s-40	20	pcs	Standard Scope Rating	Conforming to ASTM-A-120-66  15mm (1/2 in.) to 50 mm (2 in.)  All fittings shall be rated for use with water at 23°C and at a	
25	G.I. Elbow 1/2 x 90" (standard) s-40	300	pcs	Marking Star 40), and of a test	minimum working pressure of 1MPa (160 psi). Other requirement shall be in accordance with ASTM D2737.  Standard Dimension Ratio (Sch. 40), manufacturer's trade name and production code, and the seal of approval from an accredited testing laboratory.  The installation and method of end connection shall be threaded	
26	G.I. Elbow 3/4 x 90" (standard) s-40	525	pcs			
27	G.I. Elbow 1" x 90" (standard) s-40	15	pcs			
28	G.I. Plug 1/2" (standard) s-40	200	pcs			
29	G.I. Straight Elbow 1/2" (standard) s-40	325	pcs			
30	G.I. Tee 1" (standard) s-40	20	pcs			
31	G.I. Tee 3/4" (standard ) s-40	60	pcs			
32	G.I. Tee Reducer 1" x 3/4" (standard) s-40	50	pcs			

	1	ı		T		T 1
				Material	Thermoplastic, no metal component	
33	Plastic Air Release Valve 1"Ø	_	pcs	Max. Flow	299 gpm (18 lps)	
		5		Pressure	150 psi	
				Rating		
				Min. Closing	Closes at 0 psi. Seals bubble tight	
				Pressure	at 10 psi	
	T. Cl. T. 1/01/0					
	Teflon Tape 1/2"Ø (thickness 3.5mils) 1/2"x 0.075mmx10m	2000	pcs	Material	Polytetrafluoroethylene	
34				Scope	½" thick	
34				Color	White	
				Color	white	
35	Tailpiece 1"Ø (Brass and standard with hole for meter seal)	10	pcs	Material	Pure brass	
	T-:1-: 1/2#Ø			Scope	With rubber gasket	
36	Tailpiece 1/2"Ø (Brass and standard with hole for meter seal)	300	pcs			
Pipe	S					
	G.I. Pipe 1" (standard) s-40	3	pcs	Standard	Conforming to ASTM-A-120-66	
37				Scope	15mm (1/2 in.) to 75 mm (3 in.)	
				Rating	All fittings shall be rated for use	
					with water at 23°C and at a	
				-	minimum working pressure of	
	G.I. Pipe 1/2" (standard) s-40		pcs		1MPa (160 psi). Other	
38		38			requirement shall be in	
					accordance with ASTM D2737.	
				Marking	Standard Dimension Ratio (Sch.	
					40), manufacturer's trade name	
				•	and production code, and the seal	
39	G.I. Pipe 2" (standard) s-40	1	pcs		of approval from an accredited	
					testing laboratory.	
				Joint	The installation and method of	
				Method	end connection shall be threaded	
				L		

40	HDPE Pipe 1" (100 meter/roll)	15 rolls	Standard Scope	Conforming TO ISO 161/1/ISO 3607, Series, SDR PR based on controlled O.D ASTM A- Extrusion compound PE 3408 (SDR 11) 20mm to 315 mm	
			Color	Black	
			Composition	HDPE Plastic extrusion compound conforming to ASTM D1248, Type IV, Class C, Grade P34, PE 3408 according to Plastic Pipe Institute (PPI) with hydrostatic pressure design stress of 5.5 MPa (800 psi.) All compounds used shall be virgin plastic except that clean rework material from the manufacturer's own tubing production may be used so long as the original was virgin materials.	

# Section VIII. Checklist of Technical and Financial Documents

#### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

#### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents Legal Documents $\Box$ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Technical Documents** (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar $\Box$ (c) to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a (d) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, $\Box$ (f) Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents The prospective bidder's computation of Net Financial Contracting Capacity $\square$ (g) (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint $\Box$ (h) venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. II. FINANCIAL COMPONENT ENVELOPE

- Original of duly signed and accomplished Financial Bid Form; and  $\Box$  (i)
- Original of duly signed and accomplished Price Schedule(s). (i)

#### Other documentary requirements under RA No. 9184 (as applicable)

[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos | Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

	government procurement activities for the same item or product.
(1)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.

