

LEBAK WATER DISTRICT

LEBAK, SULTAN KUDARAT



PHILIPPINE BIDDING DOCUMENTS

TITLE: SUPPLY AND DELIVERY OF VARIOUS
PLUMBING AND CONSTRUCTION MATERIALS
FOR REHABILITATION OF TRANSMISSION AND
DISTRIBUTION LINE AT BRGY PASANDALAN
TO POBLACION 1 PROJECT

ABC: PHP 1,713,100.00

Contract No.: GIP2024-05-004

Sixth Edition

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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.

EXW – 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



Republic of the Philippines
LEBAK WATER DISTRICT
Victory Commercial Bldg., Brgy. Aurelio F. Freires Sr.
Lebak, Sultan Kudarat

**INVITATION TO BID FOR
SUPPLY AND DELIVERY OF VARIOUS PLUMBING AND CONSTRUCTION
MATERIALS FOR REHABILITATION OF TRANSMISSION AND
DISTRIBUTION LINE AT BRGY PASANDALAN TO BRGY POBLACION 1
PROJECT**

Contract No.: GIP2024-05-004

1. The **Lebak Water District**, through its **Corporate Budget for the year 2024** intends to apply the sum of **One Million Seven Hundred Thirteen Thousand One Hundred Pesos (Php1,713,100.00)** being the ABC to payments under the contract for the **SUPPLY AND DELIVERY OF VARIOUS PLUMBING AND CONSTRUCTION MATERIALS FOR REHABILITATION OF TRANSMISSION AND DISTRIBUTION LINE AT BRGY PASANDALAN TO BRGY POBLACION 1 PROJECT**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Lebak Water District** now invites bids for the above Procurement Project. Delivery of the Goods is required by **THIRTY (30) CALENDAR DAYS** upon receipt of the Notice to Proceed. Bidders should have completed, within 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from **Lebak Water District** and inspect the Bidding Documents at the address given below during **08:00AM to 05:00PM** except on weekends and non-working holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 15, 2024** from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand Pesos (Php2,000.00)**.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 05, 2024, 10:00 AM**. **Late bids shall not be accepted.**
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **June 05, 2024, 10:00 AM** at **LEWADI Conference Room, Aurelio F. Freires Sr., Lebak, Sultan Kudarat**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. The **Lebak 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.
10. For further information, please refer to:

JEANNETTE MAYAO MABAGUE

BAC Secretariat
Lebak Water District
Victory Commercial Building
Aurelio F. Freires Sr., Lebak, Sultan Kudarat
Tel No. (064) 205-3554; Cell No. 0905-400-7534
Email: lewadi.bac2021@gmail.com
Website: <http://lewadi.gov.ph>

Signed dated 05/10/2024

CAROL ZAIDE ANDAG
BAC Chairperson

SECTION II. INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, **LEBAK WATER DISTRICT** wishes to receive Bids for the **SUPPLY AND DELIVERY OF VARIOUS PLUMBING AND CONSTRUCTION MATERIALS FOR REHABILITATION OF TRANSMISSION AND DISTRIBUTION LINE AT BRGY PASANDALAN TO BRGY POBLACION 1 PROJECT** with Project Identification Number **GIP2024-05-004**.

The Procurement Project (referred to herein as "Project") is composed of **21 items**, 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 Seven Hundred Thirteen Thousand One Hundred Pesos (Php1,713,100.00)**.

2.2. The source of funding is:

a. GOCC, 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. 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. 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.

9.

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 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 calendar days from 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**.

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:

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

BID DATA SHEET

ITB Clause

- 5.3 For this purpose, contracts similar to the Project shall be:
- a. **SUPPLY AND DELIVERY OF VARIOUS PLUMBING AND CONSTRUCTION MATERIALS.**
 - b. Completed within Five (5) 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 **Lebak Water District, Victory Commercial Building, Barangay Aurelio F. Freires Sr., Lebak, Sultan Kudarat** or the applicable International Commercial Terms (INCOTERMS) for this Project.
- 14.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
- a. The amount of not less than **Php34,262.00**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
 - b. The amount of not less than **Php85,655.00**, if bid security is in Surety Bond.
- 15 Each bidder shall submit one (1) original and two (2) readable copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.
- 19.3 Not applicable.
- 20.2 Not applicable.
- 21.2 Not applicable.

SECTION IV. GENERAL CONDITIONS OF CONTRACT

1. **Scope of Contract**

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

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

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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

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:

[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered **Lebak Water District, Victory Commercial Building, Brgy. Aurelio F. Freires Sr., Lebak, Sultan Kudarat**. In accordance with INCOTERMS.”

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered **Lebak Water District, Victory Commercial Building, Brgy. Aurelio F. Freires Sr., Lebak, Sultan Kudarat**. 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 **ENGR. HENRY JAMES H. GALLETO**.

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:

- a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- b. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

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 years from the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month 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

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.

2.2 Not applicable.

4 THE INSPECTIONS AND TESTS THAT WILL BE CONDUCTED ARE:

The inspections and tests will be conducted by the Inspection and Acceptance Committee of the Lebak Water District and the end-user.

SECTION VI. SCHEDULE OF REQUIREMENTS

The completion schedule expressed as weeks/months stipulates hereafter the delivery of goods to the project site.

Bidders must state "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each SCHEDULE.

Item No.	Item Description	Total Quantity	Delivered, Weeks/Months	Statement of Compliance
1	UPVC Pipe, C150, S8, 4" x 6m	385 lengths	Thirty (30) calendar days upon receipt of Notice to Proceed (NTP)	
2	UPVC Pipe, C150, S8, 3" x 6m	78 lengths		
3	UPVC Pipe, C150, S8, 2" x 6m	3 lengths		
4	DI Mechanical Tee, 4" w/ BNGW, for UPVC Pipe	2 sets		
5	DI Mechanical Tee, 3" w/ BNGW, for UPVC Pipe	2 sets		
6	DI Mechanical Tee, 2" w/ BNGW, for UPVC Pipe	1 set		
7	DI Mechanical Tee, 6" w/ BNGW, for UPVC Pipe	1 set		
8	DI Mechanical Reducer, 6" x 4" w/ BNGW	1 set		
9	DI STC, 6" w/ BNGW, for UPVC Pipe	2 sets		
10	DI STC, 4" w/ BNGW, for UPVC Pipe	5 sets		
11	DI STC, 3" w/ BNGW, for UPVC Pipe	7 sets		
12	DI STC, 2" w/ BNGW, for UPVC Pipe	4 set		
13	DI Mechanical Elbow 4" x 45° w/ BNGW, for UPVC Pipe	10 sets		
14	DI Mechanical Elbow 3" x 45° w/ BNGW, for UPVC Pipe	2 sets		
15	DI Mechanical Reducer, 4" x 3" w/ BNGW	2 sets		
16	DI Mechanical Reducer, 3" x 2" w/ BNGW	3 sets		
17	DI Blind Flange, 4" w/ BNGW	1 set		
18	Portland Cement, 40kg	6 bags		
19	Mixed Sand and Gravel	1 cu.m		
20	Deformed Re-bars, 12mmØ x 12m	6 lengths		
21	Tie Wire	5 kgs		

SECTION VII. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item No.	Item Description & Specifications	Statement of Compliance
1	UPVC Pipe, C150, S8, 4" x 6m	
2	UPVC Pipe, C150, S8, 3" x 6m	
3	UPVC Pipe, C150, S8, 2" x 6m	
4	DI Mechanical Tee, 4" w/ BNGW, for UPVC Pipe	
5	DI Mechanical Tee, 3" w/ BNGW, for UPVC Pipe	
6	DI Mechanical Tee, 2" w/ BNGW, for UPVC Pipe	
7	DI Mechanical Tee, 6" w/ BNGW, for UPVC Pipe	
8	DI Mechanical Reducer, 6" x 4" w/ BNGW	
9	DI STC, 6" w/ BNGW, for UPVC Pipe	
10	DI STC, 4" w/ BNGW, for UPVC Pipe	
11	DI STC, 3" w/ BNGW, for UPVC Pipe	
12	DI STC, 2" w/ BNGW, for UPVC Pipe	
13	DI Mechanical Elbow 4" x 45° w/ BNGW, for UPVC Pipe	
14	DI Mechanical Elbow 3" x 45° w/ BNGW, for UPVC Pipe	
15	DI Mechanical Reducer, 4" x 3" w/ BNGW	
16	DI Mechanical Reducer, 3" x 2" w/ BNGW	
17	DI Blind Flange, 4" w/ BNGW	
18	Portland Cement, 40kg	
19	Mixed Sand and Gravel	
20	Deformed Re-bars, 12mmØ x 12m	
21	Tie Wire	

I. UNPLASTICIZED POLYVINYL CHLORIDE (uPVC)

a) GENERAL

1. This standard covers the requirements of Unplasticized Polyvinyl Chloride (uPVC) Pipes with PNS classification as Series 7 and Series 8, with sizes ranging from Ø63 mm through Ø450 mm, intended for use in the transportation of potable water under pressure and of temperature up to 45°C.
2. The manufacturer, distributor, importer, retailers and pipe product, shall comply with the mandatory requirements of PNS 65 (Philippine National Standard for Unplasticized Polyvinyl Chloride Pipes for Potable Water Supply), latest edition.
3. The manufacturing plant shall be an ISO 9001-2000 certified plant in accordance with the international standards.
4. The manufacturer must have a product certificate of all pipe sizes to be bid certified by the testing institute duly accredited by the Bureau of Product Standards (BPS).
5. Importers of said products shall secure an Import Commodity Clearance (ICC) from the BPS as a pre-requisite of import shipments to be released by the Bureau of Custom (BOC).

b) MATERIALS

1. PVC pipe shall be made from class 12454 – A or class 12454 – B virgin compounds as defined in ASTM D 1784 or materials which conforms to PNS 291. All compounds shall qualify for a rating of 150 psi (1.03 mPa) for water at 28°C and as per requirements of PNS 65, latest edition.
2. No rework and/or recycled materials shall be used in the manufacture of uPVC pipes to be supplied for LEWADI under this standard.
3. The PVC compounds used to make pipes shall contain no ingredient in an amount that has been demonstrated to migrate into water in quantities considered to be toxic, organoleptic or microbial growth hazard or to impair the fabrication or welding properties or the product or to impair the chemical, mechanical and physical properties. The pipe shall not give rise to unpleasant taste or odor, cloudiness or discoloration of water.
4. Concentration of substances, chemicals and biological agents leached from materials in contact with potable water and measurements of the relevant organoleptic/physical parameters shall not exceed the maximum values recommended by the World Health Organization in its publication "Guidelines for drinking water quality" Vol. 1 "Recommendations" (WHO, Geneva, 1984).
5. The PVC compound or products shall be tested for chemical extractants and certified as suitable for potable water distribution service by an accredited testing agency acceptable to LEWADI.

c) PIPE REQUIREMENTS

1. Workmanship

Pipe shall be homogenous throughout; free from voids, cracks, inclusions, and other defects; and as uniform as commercially practical in blue color (which nearest to RAL 5012), density and other physical properties. Pipe surfaces shall be free from nicks and scratches. The joining surfaces of pipe spigots of integral –bell and sleeve re-inforced bell sockets shall be free from gauges and other imperfections that might cause leakage at joints. Excessive die lines and/or stress marks (particularly in the socket and bell groove) as well as discernible material marbling are not allowed. The end of the pipe shall be cleanly out and square to the axis of the pipe.

2. Dimensions

The pipes shall be furnished in standard laying lengths of 6 meters (± 25 mm tolerance), unless otherwise agreed on at time of purchase. The dimensions and tolerance of the pipe barrel shall conform to the requirements listed in Table 1 when measured as specified in PNS 65. Table 1. Dimensions for Series 7 & Series 8 uPVC Pressure Pipes

Table 1. Dimensions for Series 7 & Series 8 uPVC Pressure Pipes

Nominal Outside Diameter		Tolerance		Minimum Socket Depth	Effective Length	Socket Diameter		WALL THICKNESS, (mm)							
								PNS 65 : 1993				ISO 4422			
		O.D.	OVALITY			min	max	Series 10/Class 100		Series 8/Class 150		Series 7		Series 8 ISO	
(inch)	(mm)	(mm)	(mm)	(mm)	(m)	(mm)	(mm)	(min)	(max)	(min)	(max)	(min)	(max)	(min)	(max)
2	63	0.30	± 0.80	97	6.00	63.88	64.10	3	3.5	3.60	4.16	4.30	4.93	3.80	4.40
2-1/2	75	0.30	± 0.95	101	6.00			3.6	4.16	4.30	4.93	5.10	5.81	4.50	5.20
3	90	0.30	± 1.10	107	6.00	91.10	91.40	4.4	5.04	5.20	5.92	6.20	7.02	5.40	6.20
4	110	0.40	± 1.40	114	6.00	111.40	111.80	5.3	6.03	6.30	7.13	7.50	8.45	6.60	7.60
6	160	0.50	± 1.70	131	6.00	162.00	162.50	7.7	8.67	9.20	10.32	1.10	12.30	9.50	10.90
8	225	0.70	± 2.70	154	6.00	227.70	228.40	10.8	12.08	12.90	14.39	15.40	17.14	13.40	15.40
10	280	0.90	± 3.00	173	6.00	283.00	283.90	13.5	15.05	16.00	17.80	19.20	21.32	16.60	19.10
12	315	1.00	± 3.80	195	6.00	328.80	329.80	15.2	16.92	18.00	20.00	21.60	23.96	18.70	21.60
14	355	1.10	± 4.30	207	6.00	359.30	360.40	17.1	19.01	20.30	22.53	24.30	26.93	21.10	24.30
16	400	1.20	± 4.80	-	6.00	404.80	406.00	-	-	-	-	-	-	-	-
18	450	1.40	± 5.40	-	6.00	455.40	456.80	-	-	-	-	-	-	-	-

3. Quality Assurance

- i. Resistance to Acetone and Sulfuric Acid. When determined with ISO 3472, The pipe shall not show signs of delamination or disintegration when immersed in acetone. Flattening and/or swelling of the pipe shall not be deemed to constitute failure when tested in accordance with ISO 3472. When immersed with sulfuric acid, the mass of the specimen shall not increase by more than 0.316 g nor decrease by more than 0.013 g when tested in accordance with PNS 979. The effect of the acid on the surface appearance of the specimen (roughening, bleaching or blackening) shall be ignored).
- ii. Sustained Pressure. The pipe shall not fail, balloon, burst, or weep, as defined in ASTM D 1598 at 500 psi (3.45 mPa) sustained

pressure based on the fiber stress of 4,200 psi (28.96 mPa) at 23°C with duration of 1,000 hours as specified in ASTM D 2241.

- iii. Hydrostatic Pressure. The pipe shall conform to the applied pressure at 28°C for the hydrostatic pressure test for Series 8 pressure pipes when tested in accordance with PNS 65 should be the following: a. Short Term Pressure. The pipe shall withstand the applied pressure in accordance to PNS 65 for at least one hour without failure. The value for induced stress used in calculating pressure requirement is 35.7 mPa at 28°C. b. Long Term Pressure. The pipe shall withstand the applied pressure in accordance to PNS 65 for at least 1,000 hours. The value for induced stress used in calculating pressure requirement is 24.6 mPa at 28°C. c. Burst Pressure. The pipe shall withstand the applied pressure in accordance to PNS 65 for at least 60 seconds. The value for induced stress used in calculating pressure requirement is 37.5 mPa at 28°C
- iv. Flattening. The pipe shall be no evidence of splitting, cracking and breaking when flattened to a minimum of 40% its outside diameter when tested in accordance with ASTM D 2241 and PNS 800.
- v. Resistance to External Blows. The true impact rate of the batch at 28°C shall not exceed 10% when tested in accordance with ISO 3127. The true impact rate is the total number of broken test pieces divided by the total number of blows expressed as percentage as if the whole batch had been tested. In practice, test pieces are drawn at random from the batch and the only estimate of the true impact rates are obtained.
- vi. Longitudinal Reversion. When tested in accordance to ISO 2505-1&2, the longitudinal reversion shall not be greater than 5%.
- vii. Gasket and Lubricants. Gasket and lubricants intended for use with PVC pipe shall be made from materials that are compatible with the plastic material and with each other when used together. The material shall not support the growth of bacteria nor adversely affect the potable quality of the water to be transported. One gasket shall be furnished with each length of elastomeric-gasket bell-end pipe and two gaskets shall be furnished with each elastomeric-gasket for double socket pipe. Elastomeric gaskets shall be manufactured to conform to the requirements of PNS 1008.

d) SAMPLING AND TESTING

The pipes shall be sampled and tested in accordance with the requirements and methods prescribed in PNS 65 and this Standard.

e) MARKINGS

1. All third-party certification known as the PS quality and Safety certification mark shall be obtained from the Bureau of Product Standards (BPS) by all manufacturer of said products.

2. The pipe shall be clearly marked with the following information spaced at intervals of not more than one meter.
 - a. Name of the Product
 - b. Nominal outside diameter, mm
 - c. Series and Nominal pressure in mPa
 - d. Manufacturer's name and/or its recognized trademark and production record code.
 - e. Date and place manufactured
 - f. The words "For Potable Water"
 - g. Seal, or mark, of the testing agency, that certified the compliance of the pipe in accordance with PNS 65 and the suitability of the pipe material for potable water products.

f) PLANT INSPECTION BY LEWADI REPRESENTATIVE

1. Production Notice

When plant inspection is specified, the manufacturer shall provide the purchaser with adequate advance notice of when and where production of ordered materials will start.

2. Plant Access

The LEWADI representative or inspector shall have free access to those part of a manufacturer's plant that are necessary to assure that products comply with all requirements. The manufacturer shall make available for the inspector's use, without charge, such tools and assistance that are necessary for inspection and handling of materials.

g) PRODUCT WARRANTY

The manufacturer/dealer shall guarantee the purchaser that the uPVC Pipes furnished are new and of current manufacture, free from defects in materials, design and workmanship and shall work best within a minimum period of one (1) year starting from the date of acceptance of the products by the purchaser. During the warranty period, if the uPVC pipes furnished are found to be defective due to materials, design and workmanship under normal condition, operation and use, the manufacturer/dealer at his own option shall either replace or repair the defective product/s to its original condition. A certificate of Warranty is required to this effect.

h) AFFIDAVIT OF COMPLIANCE

The manufacturer shall furnish the purchaser with an affidavit stating that the uPVC Pressure Pipes and all materials used in its construction conform to all applicable requirements of this standard and the purchaser's specifications and that all test specified herein have been performed and all test requirements have been met.

II. FITTINGS

A. SHORT BODY DUCTILE IRON FITTINGS

1. Short body ductile iron fittings shall conform with the requirements of the "American Standard for Ductile-Iron Fittings, 2 in. through 48 in., for Water and Other Liquids or "Ductile Iron Pipes, Special Castings and Cast-Iron Parts for Pressure Main Lines", ISO R13. Fittings shall have a wall thickness of not less than that of the pipe with which they are used and the ends shall have inside diameters suitable for making a watertight joint with the ductile iron pipe furnished.

Preferably, all DI fittings shall have exterior metallic zinc & bitumen coating, and interior epoxy lining (400microns or thicker). All fittings shall be subject to inspection at the place of manufacturer and place of coating and lining application, and shall be laboratory tested in accordance with the requirements of ISO 2531 (or higher), to be witnessed by LEWADI representatives and the Supplier.

SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar 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**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**

Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint 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

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (o) [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.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

SECTION IX. BID FORMS

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