POLOMOLOK WATER DISTRICT

BIDDING DOCUMENTS

for the

SUPPLY AND DELIVERY OF SPIRAL WELDED STEEL PIPES & B.I. COLUMN PIPES

AUGUST 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.0

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

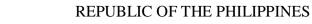
Notes on the Invitation to Bid

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.



DISTRICT

POLOMOLOK WATER DISTRICT

National Highway, Polomolok, South Cotabato Tel Nos. (083) 500-926/ 500-9314/500-9340 / Telefax No. (083) 500-8008

INVITATION TO BID FOR SUPPLY AND DELIVERY OF SPIRAL WELDED STEEL PIPES & B.I. COLUMN PIPES

- 1. The Polomolok Water District, through the Government of the Philippines under the Corporate Budget for the Contract approved by the Board for FY 2024 intends to apply the sum of **SEVEN HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED & 00/100 (PHP 721,500.00)**, inclusive of VAT and all other applicable government taxes, fees and other charges, being the Approved Budget for the Contract (ABC) to payments under the contract PB 24-19-2, **SUPPLY AND DELIVERY OF SPIRAL WELDED STEEL PIPES & B.I. COLUMN PIPES**. Bids received in excess of the ABC shall be automatically rejected on bid opening.
- 2. The Polomolok Water District invites Bids from now MANUFACTURERS/SUPPLIERS & ELIGIBLE BIDDERS for the SUPPLY AND DELIVERY OF SPIRAL WELDED STEEL PIPES & B.I. COLUMN PIPES. Delivery of the Goods is required within 30 calendar days from receipt of Notice to Proceed or Purchase Order. Bidders should have completed, within 3 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 Polomolok Water District and inspect the Bidding Documents at the address given below during business hours from 8:00 AM to 5:00 PM and/or at the PhilGEPS website and Polomolok Water District website.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 1, 2024* from the given address and website(s) below:

PhilGEPS website (https://www.philgeps.gov.ph) and Polomolok Water District website (polwaterdistrict.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 bidder shall present its proof of payment for the fees by facsimile (083 - 500 - 8008), or through email (bacpolwd@gmail.com) the scanned proof of the payment.

- 6. Polomolok Water District through its Bids and Awards Committee will hold a Pre-Bid Conference on **August 9, 2024, 9:00 AM** at the Conference Room, 2nd Floor Admin. Bldg. Polomolok Water District **via video conferencing thru Zoom** which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before **August 27, 2024 at 9:00 AM.** If a bidder chooses to submit a soft copy of the bids online, the bidder shall send it to a unique shared link which will be provided by the BAC Secretariat to a particular bidder. The confidentiality of the submitted bids is protected by the bidder's password. 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 27, 2024 at 9:00 AM** at the Conference Room, 2nd Floor Admin. Bldg. Polomolok Water District. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address below and at the same time.
- 10. For the online submission of bids, the bidders will be given a link where to submit its bids. Bidders must submit a PDF copy of the notarized Bid Securing Declaration or a scanned copy of any acceptable form of Bid Security, together with the eligibility requirements, technical and financial proposals, as specified in the Bidding documents. The date and time appearing in the e-mail of BAC for the bids submitted online must be on or before **August 27, 2024 at 9:00 AM** to be on time.
- 11. The BAC shall open the online submitted bids with the bidder's password, which is only known to the bidder, during the opening of bids. This is to maintain the integrity of the government bidding process
- 12. The Polomolok 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.

13. For further information, please refer to:

BAC - Secretariat Polomolok Water District

TeleFax No. : (083) 500-8008

E-mail address : <u>bacpolwd@gmail.com</u>

14. You may visit the following websites:

https://www.philgeps.gov.ph - PhilGEPS polwaterdistrict.gov.ph - Polomolok Water District

SGD
ENGR. NICASIO B. ESPESOR
BAC Chairman

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, *POLOMOLOK WATER DISTRICT* wishes to receive Bids for the **SUPPLY AND DELIVERY OF SPIRAL WELDED STEEL PIPES & B.I. COLUMN PIPES** with identification number *PB 24-19-2*.

The Procurement Project (referred to herein as "Project") is composed of *various materials grouped into one lot*, the details of which are described in Section VII (Technical Specifications).

Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.

2. Funding Information

The GOP through the source of funding as indicated below for *FY 2024* in the amount of **SEVEN HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED & 00/100** (PHP 721,500.00).

2.1. The source of funding is:

a. GOCC and GFIs, the 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.
 - i. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippine.
- 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 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:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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 3 *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 e.
 - 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 **Section VII (Technical Specifications)**.

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 Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *one hundred twenty days from the date of the opening of bids*. 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.

¹ 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.

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 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 15 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. STEEL PIPES & COLUMN PIPESb. Completed within 3 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 <i>Polomolok Water District</i> 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 PHP 14,430.00, 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 PHP 36,075.00 if bid security is in Surety Bond.
19.3	SUPPLY AND DELIVERY OF SPIRAL WELDED STEEL PIPES & B.I. COLUMN PIPES with an Approved Budget for the CONTRACT OF SEVEN HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED & 00/100 (PHP 721,500.00).
20.2	Post-Qualification Documents: 1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. PhilGEPS Certificate of Registration and Platinum Membership
21.1	No further instructions.

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 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.
- 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

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 [indicate place of destination]. In accordance with INCOTERMS."			
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 are ENGR. JAMES ECUBE, ENGR. RICKY RAÑISES AND JULIUS GEYROZAGA.			
	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. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and/or maintenance of the			
	supplied Goods;			
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;			
	d. 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; and			
	that this service shall not relieve the Supplier of any warranty			

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. the Supplier shall shoulder all transportation costs, insurance costs and bears all the risk encountered by its personnel in the delivery of the goods in the assigned area.

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:

- a. 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
- b. 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 cost 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 five (5) days.

Spare parts or components shall be supplied as promptly as possible within 15 days upon receipt of written notice from the District.

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. 2.2 Payment shall be made in Cash within 30 days upon complete submission of the required documents. 4 The inspections and tests that will be conducted: a. checking the goods if it complies with the required specifications

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 No.	Description	Quantity	Unit	Total	Delivered, Weeks/ Months
1	350mm (391mm O.D) x 4.70mm thickness x 6 meters length spiral welded steel pipes, ASTM 139 grade SS400B with external and internal cement mortar	5	Length		30
2	6"Ø/150mmØ 7.11mm thick B.I Column pipes ASTM 53 sch. 40 with France coupling (@3.0 mts per length)	27	Length		calendar days
3	6"Ø/150mmØ 7.11mm thick B.I Column pipes ASTM 53 sch. 40 with France coupling (@1.5 mts per length)	2	Length		

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

	FRAMEWORK AGRE (AGENC)		T LIST	
Item / Service Type and nature of each item/service	Cost per item or service	Max	imum Quantity	Total Cost per Item
TOTAL (Approved Budget for the Contract)				
Expected delivery timeframe after receipt of a Call-Off.	Within [no. of days] cal	lendar d	ays upon issuance o	of Call-off.
Remarks	Indicate here any oth necessary.	er appr	copriate informatio	n as may be
SIGNATURE OVER PRINTED NAME	POSITION		DEPARTMENT	T/DIVISION

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.

Technical Specifications

Item	Specification	Statement of Compliance
		Comphance
		[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.]	

350MM (391MM O.D) X 4.70MM THICKNESS X 6 METERS LENGTH SPIRAL WELDED STEEL PIPES, ASTM 139 GRADE SS400B OR APPROVED EQUIVALENT. BELL AND SLIP-ON ENDS WITH EXTERNAL AND INTERNAL CEMENT MORTAR, LWUA STANDARDS

MORTAR LINED AND MORTAR COATED SIPRAL STEEL PIPE

a. General

Mortar lined and enamel or mortar coated steel pipe materials and method of manufacture of straight pipe and pipe specials shall conform to the standard specifications (ASTM A-139) for electric-fusion (ARC)-Welded Steel Pipe (NPS 4 and Over) intended for conveying potable water supply.

b. Cement

Cement shall conform to ASTM C-150 and shall be Type 1 for Pipe linings and coatings.

c. Aggregate

Fine aggregate conforming to ASTM C33.

d. Mortar

The Cement Mortar used for the lining and coating composed of mixtures of Portland cement, aggregate and water, well-mixed and of the proper consistency to produce dense, homogeneous lining and coating that will adhere firmly to the steel cylinder (AWWA C205). The Cement mortar shall develop compressive strength of not less than 31MPa (4500 psi) at 28 days (Test specification reference: ASTM C39/ C39M-1)

e. Cylindrical Material

Spiral Steel pipe conforming to ASTM A-139 Grade B; or approved equivalent, if approved by purchasing agency, high strength low-alloy steel conforming to ASTM A-572 Grade 42. The steel shall be made by one or more of the following processes: open-hearth, basic-oxygen, or electric-furnace. Steel may be cast in ingots or may be strand cast. When steels of different grades are sequentially strand cast, identification of the resultant transition material is required. The producer shall remove the transition material by any established procedure that positively separates the grades. The longitudinal edges of the steel shall be shaped to give the most satisfactory results by the particular welding process employed. The weld shall be made by automatic means (except tack welds if used) and shall be of reasonably uniform width and height for the entire length of the pipe. All weld seams made in manufacturing pipe shall be made using complete joint penetration groove welds.

f. Chemical Composition

1. The steel shall conform to the chemical requirements prescribed in section 5, Table 1 of the chemical requirements of ASTM 139 Grade B or C and the chemical analysis shall be in accordance with Test Methods, Practices, and Terminology A 751.

- g. Tensile Requirements for the Steel
- 1. Longitudinal tension test specimens taken from the steel shall conform to the requirements as to tensile properties prescribed in section 7 Table 2 of the tensile requirements of ASTM 139. At the manufacturer's option, the tension test specimen for sizes 85/8 in. (219.1 mm) in outside diameter and larger may be taken transversely
- 2. The yield point shall be determined by the drop of the beam, by the halt in the gage of the testing machine, by the use of dividers, or by other approved methods. The yield strength corresponding to a permanent offset of 0.2 % of the gage length of the specimen, or to a total extension of 0.5 % of the gage length under load shall be determined.

h. Tensile Requirements of Production Welds

1 Reduced-section tension test specimens taken perpendicularly across the weld in the pipe, with the weld reinforcement removed, shall show a tensile strength not less than 95 % of the minimum specified in Section 7 of ASTM 139, the tensile requirements for steel. At the manufacturer's option, the test may be made without removing the weld reinforcement, in which case the tensile strength shall be not less than that specified in Tensile requirements for steel specified in section 7 of ASTM 139..

i. Lining

The mortar shall conform to AWWA C205 for Centrifugally spun cement mortar pipe lining and shall consist of one part cement to not more 3 parts sand by weight. The cement mortar lining shall be applied by the centrifugal method or by method obtaining equivalent results. The process used in the application of the lining shall produce smooth, dense durable surface free from pockets, voids, over-sanded areas, blisters, and excessively cracked areas. Except where otherwise specified or shown, lining thickness shall be as follows, with a tolerance of plus or minus twenty-five percent (25%):

Nominal Pipe	Lining Thickness
Diameter mm (in.)	mm (in.)
Under 300 (12)	6 (1/4)
300 (12) to 400 (16)	13 (1/2)
Over 400 (16)	19 (3/4)

i. Coating

1. General

The coating steel pipe shall be of coal tar enamel, red lead primed or cement mortar or as specified herein.

2. Coal Tar Enamel Coating

The pipe smaller than 450 mm (18 in.) diameter shall be factory-coated with coal tar enamel and bonded asbestos felt wrap as specified in Section 3 of "AWWA Standard for Coal-Tar Protective Coatings and Linings for Steel Water Pipelines-Enamel and Tape Hot Applied" (AWWA C-203). Pipe 450 mm (18 in.) diameter and larger, shall be factory coated with coal-tar enamel, fibrous glass mat and bonded asbestos felt wrap as specified in Section A1.5 of said AWWA Standard. Coating materials and methods of application shall conform to said AWWA Standard.

3. Cement Mortar Coating

Cement mortar coating shall conform to AWWA C205. The steel reinforcement in the mortar coating shall consist of: (a) Helically wound cold drawn steel wire or, (b) a cage ofn self-furring welded steel wire fabric of 50mm x 50mm No. 14 gauge fabric of 50mm x 100mm No. 13

gae fabric, or (c) 25mm No. 18 gage or 37mm hexagonal No. 17 gage ribbon mesh, twisted wire fabric, savaged both edges using steel wire. Helically wound steel wire shall not be less than the thickness of No. 14 gage and shall be embedded at the approximate center of the cement mortar coating.

Mortar for pipe coating shall consist of 1(one) part cement and not less than 3(three) parts sand by weight. Coating thickness shall be 25 mm (1 in.) minimum except as specified.

k. Curing

The pipe shall be water or steam cured, or combination of both, or the coating may be cured by covering with plastic membrane. Water curing and steam curing may be used interchangeably on the time ratio basis of (4) four hours water curing and (1) one hour steam curing.

I. Compressive Strength for Mortar

Test cylinders shall be cast samples of the mortar used in lining and coating the pipe. The curing of test cylinders shall be in conformity with the curing of the pipe. Cylinders shall be molded and tested in accordance with ASTM C39.

m. Hydrostatic Pressure Test

All steel cylinders shall be subjected to hydrostatic pressure test which stresses the steel to a min of 172.36 MPa or as computed using the equation below.

1. Each length of pipe shall be tested by the manufacturer to a hydrostatic pressure that will produce in the pipe wall a stress of not less than 60 % of the minimum specified yield point at room temperature. The pressure shall be determined by the following equation:

P = 2St/D(2)

where

P = hydrostatic test pressure, psi (not to exceed 2800 psi)

(19.3 MPa) in any case) (Note 8),

S = 0.60 times the minimum specified yield point of the grade of steel used in pounds per square inch,

t = specified wall thickness, in. and

D = specified outside diameter, in.

Test pressure shall be held for not less than 5 s, or for a longer time as agreed upon between the purchaser and the manufacturer.

NOTE 7—A hydrostatic sizing operation is not to be considered a hydrostatic test or a substitute for it.

NOTE 8—When the diameter and wall thickness of pipe are such that the capacity limits of testing equipment are exceeded by these requirements, the test pressures may be reduced by agreement between the purchaser and the manufacturer

NOTE 9—When agreed upon by the purchaser and the manufacturer and so stated on the order, pipe may be tested:

- (1) To 11/2 times the specified working pressure, except that the maximum test pressure shall not exceed 2800 psi (19.31
- MPa) nor shall the maximum fiber stress exceed 85 % of specified minimum yield point of the grade of steel used.
- (2) To a fiber stress which does not exceed 85 % of the specified minimum yield point of the grade of steel used or exceed 2800-psi test pressure.

m. Cleanliness of Pipe

The interior of each pipe section and special shall be clean and free of foreign materials when they are delivered.

n. Transport and Handling

1. General

Coal tar enamel and cement mortar coated steel pipe shall be transported and handled as specified herein. Any pipe section that becomes damaged as a result of improper transporting, handling or stockpiling shall be repaired or replaced depending on the recommendation of the End User.

2. Coal Tar Enamel Coated Steel Pipe

Transporting and handling of enamel coated pipe shall conform to the requirements of AWWA Standard C-203. After enamel coated pipe has been delivered, Any damaged areas in the enamel coating shall be field-repaired using hot coal tar enamel or the section of pipe replaced as specified.

3. Cement Mortar Coated Steel Pipe

Pipe shall be lifted by means of a padded fork lift or by belt slings in such a manner as to minimize bending of the pipe section and prevent damage to the coating. When being transported, pipe shall be supported in a manner that will prevent distortion or damage to the lining of coating. Damaged pipe shall be repaired or replaced as specified.

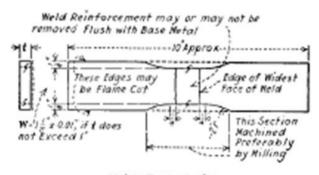
o. Markings

- 1. Each section of pipe shall be marked with the manufacturer's distinguishing marking, the specification number, the grade of pipe, and other marking if required and agreed upon between the purchaser and the manufacturer.
 - A. Manufacturers name and or Trademark
 - B. Nominal diameter(mm) x thickness(mm) x effective length (m)
 - C. Standard Specification number and grade of pipe

p. Ends

- 1. Pipe shall be furnished with plain right-angle cut or beveled ends as specified. All burrs at the ends of pipe shall be removed.
- 2. When pipe is specified to have the ends prepared for field welding of circumferential joints, the ends shall be beveled on the outside to an angle of 35°, measured from a line drawn perpendicular to the axis of the pipe, with a tolerance of 621/2° and with a width of root face (or flat at the end of the pipe) of 1/16 6 1/32 in. (1.6 6 0.8 mm). Unless otherwise specified, the outside circumference of pipe ends for a distance of not less than 4 in. (101.6 mm) shall not vary more than 660 % of the nominal wall thickness of the pipe from the nominal outsider circumference based on the diameter specified, except that the tolerance shall be not less than 63/16 in. (9.5 mm).
- 3. Pipe ends for use with mechanical couplings shall have tolerances within the limits required by the manufacturer of the type of coupling to be used.
- 4. Upon agreement between the purchaser and the manufacturer, the ends of the pipe may be sized within agreed-upon tolerances, if necessary to meet the requirements of special installations.
- q. Production Test Specimens and Methods of Testing
- 1. The test specimens and the tests required by these specifications shall conform to those described in Test Methods and Definitions A 370.
- 2. The longitudinal tension tests specimen of the steel shall be taken from the end of the pipe in accordance with Fig. 4, or by agreement between the purchaser and the manufacturer, or may be taken from the skelp or plate, at a point which will be approximately 90° of arc from the weld in the finished pipe.

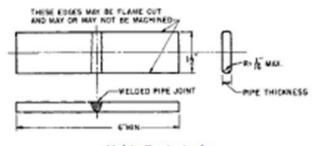
- 3. If the tension test specimen is taken transversely, the specimen shall be taken in accordance with Fig. 5.
- 4. The specimens for the reduced-section tension test of production welds shall be taken perpendicularly across the weld at the end of the pipe. The test specimens shall have the weld approximately in the middle of the specimen. The specimens shall be straightened and tested at room temperature.
 - 5. Reduced-section tension test specimens shall be prepared in accordance with Fig. 1.



Metric Equivalents

In.	0.01	1/4	11/2	10
mm	0.3	6.4	38.1	254

FIG. 1 Reduced-Section Tension Test Specimen



Metric Equivalents

In.	1/10	11/2	6
mm	1.6	38.1	152.4



FIG. 4 Location from Which Longitudinal Tension Test Specimens Are To Be Cut from Large Diameter Tubing

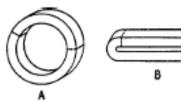


FIG. 5 Location of Transverse Tension Test Specimen in Ring Cut from Tubular Steel Products

R. INSPECTION AND TESTING

- 1. The inspector representing the purchaser shall have entry, at all times while work on the contract of the purchaser is being performed, to all parts of the manufacturer's works that concern the manufacture of the material ordered. The manufacturer shall afford the inspector all reasonable facilities to satisfy him that the material is being furnished in accordance with this specification. All tests and inspection shall be made at the place of manufacture prior to shipment and, unless otherwise specified, shall be so conducted as not to interfere unnecessarily with the operation of the works. If agreed upon, the manufacturer shall notify the purchaser in time so that he may have his inspector present to witness any part of the manufacture or tests that may be desired.
- 2. Certification—Upon request of the purchaser in the contract or order, a manufacturer's certification that the material was manufactured and tested in accordance with this specification together with a report of the chemical and tensile tests shall be furnished.
- 3. The Pre-delivery inspection of the various steel shall be at the premises of the supplier/Manufacturer locally with a reasonable facilities and assistance including access to drawings and production data which shall be furnished at the inspectors at no charge to the procuring entity.

The inspectorate team composed of Three (3) reprentative from the PROCURING ENTITY shall witness all test specified in ASTM A139 for Steel, lining and coating of the various steel pipes to be delivered.

In case of failure, The Supplier / Manufacturer shall be responsible for the cost of the next inspection visit (inclusion of transportation, food and accommodations expenses) to the premises of the Supplier/manufacturer.

S. REJECTION

- 1. Each length of pipe received from the manufacturer may be inspected by the purchaser and, if it does not meet the requirements of this specification based on the inspection and test method as outlined in the specification, the length may be rejected and the manufacturer shall be notified. Disposition of rejected pipe shall be a matter of agreement between the manufacturer and the purchaser.
- 2. Pipe found in fabrication or in installation to be unsuitable for the intended use, under the scope and requirements of this specification, may be set aside and the manufacturer notified. Such pipe shall be subject to mutual investigation as to the nature and severity of the deficiency and the forming or installation, or both, conditions involved. Disposition shall be a matter for agreement.

B.I. Column Pipes

Length: 3m & 1.5m

ASTM A53 GRADE B SCHEDULE 40 B. I. SEAMLESS PIPE

 $6'' \not O/150$ mm $\not O$, 7.11 mm thick threaded on both ends with france coupling on one side.

Tensile strength, min., psi – 60.00 Yield strength, min., psi – 35,000

	With thread protection	
	AFTER SALES SERVICE	
	After sales service: warranty period	
-	certify that the statement of compliance to the foregoing technical specifications are be false either during bid evaluation or post qualification, the same shall give rise to a	
-	Name of Company/Bidder	
	Signature over Printed Name of	
	Authorized Representative	
	Date	

Technical Specifications

	ICATIONS		
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
			[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 un-amended sales literature unconditional statements of specification and compliance issue by the manufacturer, samples independent test data etc., as appropriate. A statement that is not supported by evidence or 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 of the supporting evidence that is found to be false either during Bit evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for p6rosecution.]

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** Statement of the prospective bidder of all its ongoing government and private □ (b) 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 П (f) 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 (g) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include \Box (h) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, □ (i) 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 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 If applicable, a duly signed joint venture agreement (JVA) in case the joint \square (k) 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 \square (1)

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

☐ (n) [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

Original of duly signed and accomplished Price Schedule(s).

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

