

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**Fifth Edition
August 2016**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in

Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing

Section VIII. Bidding Forms where the information is useful for the Bidder. 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 Project.

¹ Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, 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. The Bidding Documents should contain no footnotes except
- (d)
- (e) Section VIII. Bidding Forms since these provide important guidance to Bidders.
- (f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (g) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

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Section I. *Invitation to Bid*



Bantayan Island Electric Cooperative, Inc. (BANELCO)

Balintawak, Bantigue, Bantayan, Cebu

Tel/Fax No.: (032) 460-9281; (032) 460-9112

Email address:

banelcoonline@yahoo.com

Website: www.banelcobantayan.com

Invitation to Bid No. 2023-002

BANTAYAN ISLAND ELECTRIC COOPERATIVE, INC. through its Bids and Awards Committee (BAC), hereby invites all accredited suppliers and contractors to submit their respective bids for Supply of Materials for Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 2 (BCP-2021-2025-19) to be funded by BANELCO RFSC.

Voucher 1:

Voucher No. 1	Particulars	ABC (Php)	Funding Source	Price of Bid Documents	Project Duration
				(non-refundable)	
Lot 1	Line Hardwares	Php 537,603.00	BANELCO RFSC	Php 1,000.00	30 Calendar Days upon issuance of NTP
Lot 2	Conductor, Insulated, Tree Wire	Php 5,057,000.00	BANELCO RFSC	Php 10,000.00	30 Calendar Days upon issuance of NTP
Lot 3	Concrete Pole	Php 580,400.00	BANELCO RFSC	Php 1,000.00	30 Calendar Days upon issuance of NTP

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	August 4, 2023
Issuance and Availability of Bid Documents	August 11, 2023
Pre-Bid Conference	August 18, 2023 (1:30 PM)
Final Issuance of Supplemental Bid Bulletin	August 29, 2023
Deadline of Submission and Opening of Bids	September 1, 2023 (10:00 AM)

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) 9184 otherwise known as the “Government Procurement Reform Act”.

All Bids shall be opened and read in the presence of Bidders or their duly authorized representatives. Bidders shall be required to put up a Bid Security in the amount equivalent to 2% of the ABC. The Bid Security shall be in the form of cash or manager’s check and submitted together with their Bids. Interested bidders may attend and participate the pre-bid conference raise or submit written queries or clarifications without purchasing first the bidding documents. The presence of bidders during the pre-bid conference is **NOT MANDATORY**.

Only those bidders who have bought the bidding documents shall be allowed to participate the Submission and Opening of Bids.

The Pre-Bid Conference, Submission and Opening of Bids shall be held at BANELCO Office, Bantigue, Bantayan, Cebu .

Interested bidders may download the bid documents from BANELCO website or maybe acquired further information from BANELCO Office at Cell Numbers 09311176126/ 09437012696, Landline 032-4609112, 032-4609281 or call 09232641889 and look for Ms. Maria Ruby Capundag or email at banelco.bac@gmail.com during office hours.

BANELCO reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the awarding of contract, thereby without incurring any liability to the affected bidder or bidders.

(SGD) ENR. DARWIN T. JAGDON

Chairman, BAC

Noted by:

(SGD) ENGR. LEE D. RIVERA

General Manager

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the Bidding Documents 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, opening, evaluation, and award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Bidder, payments, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV. General Conditions of Contract, and/or Section V. Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in

6.2.

- 6.3. Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(ii).

- 6.4. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending

clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.6. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.7. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.8. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.9. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.10. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components (Envelope 1)

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
 - (a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner’s name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents –

- (i) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bid Forms.
- (ii) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component (Envelope 2)

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) Conformity to Delivery Schedule which is 30 Calendar days from receipt of P.O. and issuance of NTP;
- (c) Conformity of Technical Specification

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing

market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules

prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. 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 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, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB Clause 18.2**.

18.4. Upon signing and execution of the contract, pursuant to **ITB Clause 31**, and the posting of the performance security, pursuant to **ITB Clause 32**, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB Clause 18.2**.

18.5. The bid security may be forfeited:

18.5.1 if a Bidder:

- (a) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
- (b) does not accept the correction of errors pursuant to **ITB Clause 27.3 (b)**;
- (c) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB Clause 28.2**;
- (d) submission of eligibility requirements containing false information or falsified documents;
- (e) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids

in order to influence the outcome of eligibility screening or any other stage of the public bidding;

- (f) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (g) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
- (h) refusal or failure to post the required performance security within the prescribed time;
- (i) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (j) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
- (k) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (l) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

18.5.2 if the successful Bidder:

- (a) fails to sign the contract in accordance with **ITB** Clause 31;
- (b) fails to furnish performance security in accordance with **ITB** Clause 32..

19. Format and Signing of Bids

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.

- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder

concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18

shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

29.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for

reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;

- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the</i>	Five percent (5%)

<i>LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. **Bid Data Sheet**

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is [Bantayan Island Electric Cooperative, Inc. (BANELCO)].</p> <p>The name of the Contract is Supply and Delivery of Line Hardwares.</p>
1.2	<p>The lot(s) and reference is/are:</p> <p><i>[Voucher 1, Lot 1]</i></p>
2	<p>The Funding Source is:</p> <p>BANELCO RFSC in the amount of <i>PhP 537,603.00.</i></p> <p>Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 2</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders may participate in this Project in view of the following circumstance(s): When the Goods sought to be procured are not available from local suppliers.
5.4	<p><i>Maintain the ITB Clause and insert any of the following:</i></p> <p><i>For the procurement of Non-expendable Supplies and Services: The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</i></p>
7	No further instructions.
8.1	<p>“Subcontracting is allowed.”</p> <p><i>NOTE: The contractor shall undertake not less than 20% of the contracted works with its own resources.</i></p>
8.2	<i>Subcontractors shall also submit eligibility requirements.</i>

9.1	The Procuring Entity will hold a pre-bid conference for this Project on August 18, 2023, 1:30 p.m. at <i>BANELCO office, Balintawak Bantigue, Bantayan Cebu.</i>
10.1	<i>No further instructions.</i>
12.1(a)	<p>The following income and business tax returns shall be required:</p> <ol style="list-style-type: none"> 1. 2022 Income Tax Return and proof of payment; 2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) and proof of payments thereof covering the months of January to June 2023. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payments System (EFPS). Proofs of payment are as follows: EFPS Confirmation receipt; or Bank issued payment confirmation receipt; or BIR payment status</p>
12.1(a)(ii)	<i>No further instructions.</i>
13.1	<i>No additional requirements.</i>
13.1 (b)	<i>No further instructions.</i>
13.1(c)	<i>No additional requirements.</i>
13.2	The ABC is [<i>Php 537,603.00</i>]. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Payment shall be made in [<i>Philippine currency</i>].
17.1	Bids will be valid until [<i>120</i>].
18.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of <u>Php 10,752.06</u> [<i>2% of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of <u>Php 26,880.15</u> [<i>5% of ABC</i>] if bid security is in Surety Bond; or <p>Any combination of the foregoing proportionate to the share of form with</p>

	respect to total amount of security.
18.2	The bid security shall be valid for 120CD from opening of bids.
20.3	Each Bidder shall submit <i>[one]</i> original and <i>[one]</i> copies of the first and second components of its bid.
21	<p>The address for submission of bids is Bids and Awards Committee BANELCO Bantigue, Bantayan, Cebu</p> <p>The deadline for submission of bids September 1, 2023, 10:00 a.m.</p>
24.1	<p>The place of bid opening is BANELCO Office Bantigue, Bantayan, Cebu</p> <p>The date and time of bid opening is September 1, 2023, 10:00 a.m.</p>
24.2	<i>No further instructions.</i>
24.3	<i>No further instructions.</i>
27.1	<i>No further instructions.</i>
33.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of <u>Php 26,880.15</u><i>[Insert 5% of ABC]</i>, if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of <u>Php 161,280.90</u> <i>[Insert 30% of ABC]</i> if performance security is in Surety Bond; or <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p>

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative and after posting of warranty security. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge

to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the

Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall

continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of

conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar

days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it

is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Bantayan Island Electric Cooperative, Inc. (BANELCO), Balintawak Bantigue, Bantayan Cebu.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is BANELCO RFSC
1.1(k)	The Project Site is <i>BANELCO OFFICE, Balintawak, Bantigue, Bantayan, Cebu.</i> “The Project sites are defined in Section VI. Schedule of Requirements”]
2.1	No further instructions.
5.1	The Procuring Entity’s address for Notices is: (BANELCO), Balintawak Bantigue, Bantayan Cebu. The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
6.2	<i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i> 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: <i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i> <i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert 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.”</i>

	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or
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	<p>Supplier's warranty certificate;</p> <ul style="list-style-type: none"> (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[insert name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> (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 (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. <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
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	<p><i>Select appropriate requirements and delete the rest.</i></p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> 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. <p>The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>[insert here the time period specified. If not used insert time period of three times the warranty period]</i>.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within <i>[insert appropriate time period]</i> months of placing the order.</p> <p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p>
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	<p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>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.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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 <i>force majeure</i> in accordance</p>
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	<p>with GCC Clause 22.</p> <p>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.</p> <p>Patent Rights –</p> <p>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.</p>
10.4	"Payment shall be made in [<i>Philippine currency</i>].
13.4(c)	"No further instructions".
16.1	"No further instructions".
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is [<i>one year</i>].
21.1	<i>Supplier is a joint venture</i> , "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

Section VI. Schedule of Requirements

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

Item Number		Description	Quantity	Duration
1	Supply and Delivery at BANELCO Warehouse	Line Hardwares	See Quantities at Terms and Specifications	Within THIRTY (30)Calendar Days from receipt of P.O. and issuance of NTP

I hereby certify to comply and deliver all the above requirements.

Name of the Company/Bidder

**Signature Over Printed Name of
Authorized Representative**

Date

Section VII. Technical Specifications

CONFIRMATORY TO THE TECHNICAL SPECIFICATIONS

I hereby certify that the statement of compliance to the required technical specifications of BANELCO for _____ are true and correct, otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature Over Printed Name of
Authorized Representative

Date

Technical Specifications

Technical Specifications

All Technical Specifications will strictly follow the NEA Standards for Construction of Distribution Lines.

CARRIAGE BOLTS

MATERIAL:

Drop forged carriage bolts and compatible square nuts must be fabricated from materials that comply with the requirements of ANSI Standards C135.1-1979, [1], ASTM A663-81, [2] and ASTM A675-82, [3].

FINISH:

The carriage bolts and square nut described in this standard shall be hot-dip galvanized in accordance with ANSI/ASTMA153-82, [4].

Each carriage bolt head shall bear a permanent symbol or identification mark of the manufacturer in a place which will not adversely affect either its integrity or utilization. Carriage bolts shall have surfaces free from irregularities, blemishes, seams, laps or other imperfection that can affect serviceability.

DIMENSIONS:

Carriage bolt dimensions are shown in Fig. I, using symbols, defined as follows:

L1 = Length from underside of head to the end of the bolt

L2 = Length from top thread to last thread' at the end of the bolt

D = Diameter of shank

Bolt dimensions with applicable tolerances shall conform to the requirements of ANSI C135.1-1979, [I] and carriage bolt heads shall conform to the requirements of ANSI B18.5-1978, [5].

Dimensions of compatible nuts before galvanizing, shall be in accordance with ANSI B18.2.2-1972, [6] and conform to ANSI C135.1-1979, [I].

THREADS:

1. The threaded portion of carriage bolts shall be provided with machine rolled threads and before galvanizing, must comply with Class 2 of the ANSI standard for unified screw threads, ANSI B1.1-1982, [7] and conform to ANSI C135.1-1979, [I].

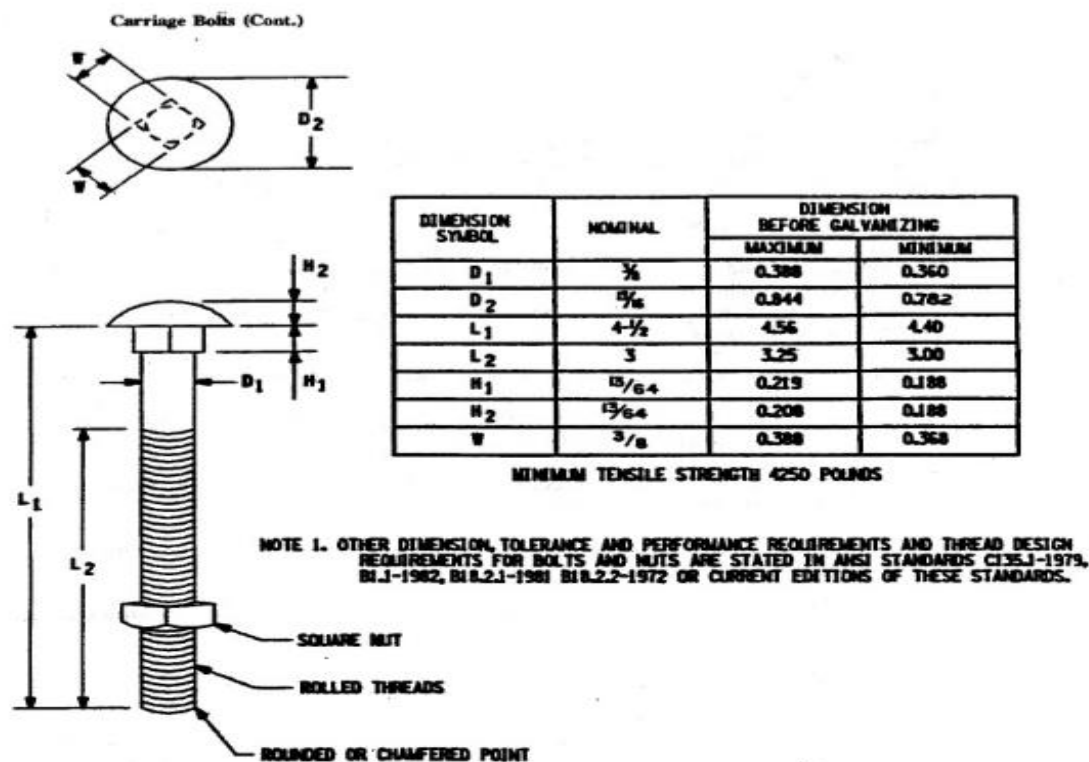
2. After galvanizing, the bolt thread shall permit compatible nuts to be run the entire length of the thread without the aid of tools.

3. Nuts shall be tapped in accordance with ANSI C135.1-1979, Table 8, [I]

STRENGTH:

1. Carriage bolt with nuts installed shall meet the minimum tensile strength requirements listed in Table 10 of ANSI C135.1-1979, [I] and stated in Figure I of this standard. Above of the specified minimum tensile loads, the carriage bolt shall fail only in the shank or threaded section and not at the junction of head and shank. Threads shall not strip below the specified minimum tensile loads.

A cold bend test shall be conducted in accordance with Section 6.7 of ANSI C135.1-1979, [I].



DOUBLE ARMING BOLTS

MATERIAL:

Double-arming bolts and compatible square nuts must be fabricated from materials that comply with the requirements of ANSI Standard C135.1-1979, [1].

FINISH:

The double-arming bolts and square nuts described in this standard shall be hot-dip galvanized in accordance with ANSI/ASTM A153-80, [2].

Double-arming bolts shall have surfaces free from irregularities, blemishes, seams, laps or other imperfections that can affect serviceability. .

DIMENSIONS:

Dimensional characteristics of NEA double-arming bolts are listed in Table 11 of ANSI Standard C135.1-1979 [1]. A typical NEA double-arming bolt is shown in Figure 1.

The dimensions of compatible nuts before galvanizing shall be in accordance with ANSI B18.2.2-1972,[3]and shall conform with ANSIC135.1-1979,[1].

Double-arming bolts with diameters 5/8 inch or 3/4 inch and minimum length 8 inches shall be provided with semi-cone points at each end. Double-arming bolts used by NEA are listed in Table A.

THREADS:

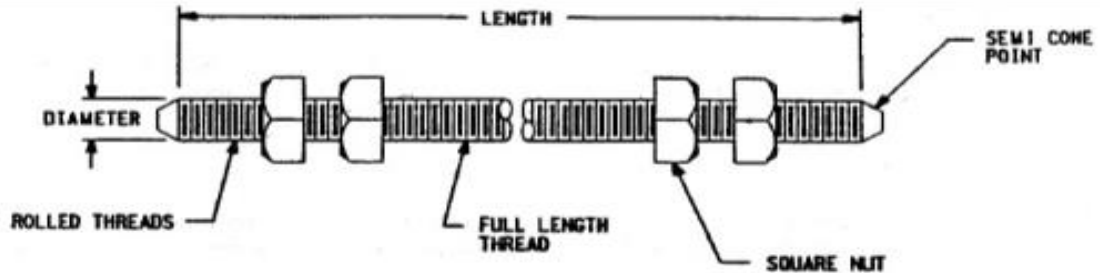
The threads shall be machine rolled and before galvanizing must comply with Class 2 of the ANSI standard for unified screw threads, ANSI B1.1-1982; [4]. After galvanizing, the bolt thread shall permit compatible nuts to be run the entire bolt length without the aid of tools. The threads shall conform to the requirements of ANSI C135.1-1979, [1].

The nuts shall be tapped in accordance with ANSrC135.1-1979, Table 8, [I].

STRENGTH:

1. Double-arming bolts with nuts shall meet the tensile strength requirements listed in Table 10 of ANSI Standard C135.1-1979, [I]. Threads shall not strip below the minimum specified tensile loads.

2. With all threads removed from the bolt, a cold bend test shall be performed in accordance with Section 6.2 of ANSIC135.1-1979,[I].



THIS IS A CONCEPTUAL DRAWING. THE MANUFACTURER IS RESPONSIBLE FOR THE PREPARATION OF DRAWINGS AND THEIR DESIGN WHICH MEETS THE DIMENSIONAL, STRENGTH, AND OTHER PERFORMANCE REQUIREMENTS OF THIS STANDARD.

FIGURE 1
DOUBLE-ARMING BOLT AND SQUARE NUTS

TABLE A

NEA CODE NO.	DIMENSIONS (INCHES)		ULTIMATE TENSILE STRENGTH (LBS)	THREADS PER INCH
	LENGTH	DIAMETER		
0633 05 16	16	$\frac{3}{4}$	12,400	11
0633 05 18	18	$\frac{3}{4}$	12,400	11
0633 05 20	20	$\frac{3}{4}$	12,400	11
0633 05 22	22	$\frac{3}{4}$	12,400	11
0633 05 24	24	$\frac{5}{8}$	12,400	11
0633 05 26	26	$\frac{5}{8}$	12,400	11

OTHER DIMENSION, TOLERANCE AND PERFORMANCE REQUIREMENTS AND THREAD DESIGN REQUIREMENTS ARE STATED IN ANSI STANDARDS C135.1-1979, B1.1-1982 AND B18.2.2-1972 OR CURRENT EDITION OF THESE STANDARDS

SINGLE AND DOUBLE UPSET BOLT

MATERIAL:

NEA drop forged upset bolt assemblies shall be fabricated from materials that comply either with the requirements of Section 3 of ANSI Standard C135.31-1980, [1], or NEMA PH31-1977, [2].

FINISH:

A NEA upset bolt and its accessories shall each be hot-dip galvanized in accordance with ANSI/ASTM A153-82, [3]. Each upset bolt shall bear a permanent symbol or identification mark of the manufacturer in a place and manner which will not adversely affect its integrity or utilization. NEA upset bolts shall have smooth surfaces, free from blemishes and imperfections.

DIMENSIONS:

NEA upset bolt dimensions with applicable tolerances shall meet the requirements of ANSI C135.31-1980 (1) and are shown in Figure 1 and Table A of this document.

Dimensions of the compatible nuts before galvanizing, shall be in accordance with ANSI B18.2.-1972 [4] and conform to ANSI C135.1-1979, [5]. The washer shall conform to NEMA Pub. No. PH10-1977, [6]. Dimensions of compatible locknuts shall conform to REB Publication 116-1988 [7].

THREADS:

The threaded portions of single and double upset bolts shall before galvanizing, comply with class 2 of the ANSI standard for unified screw threads, ANSI B1.1-1982, [8] and shall conform to ANSI C135.1-1979, [5]. The nuts shall be tapped in accordance with ANSR C135.1-1979, Table 8, [I].

Nuts shall be tapped in accordance with ANSI C135.1-1979, Table 8 [5].

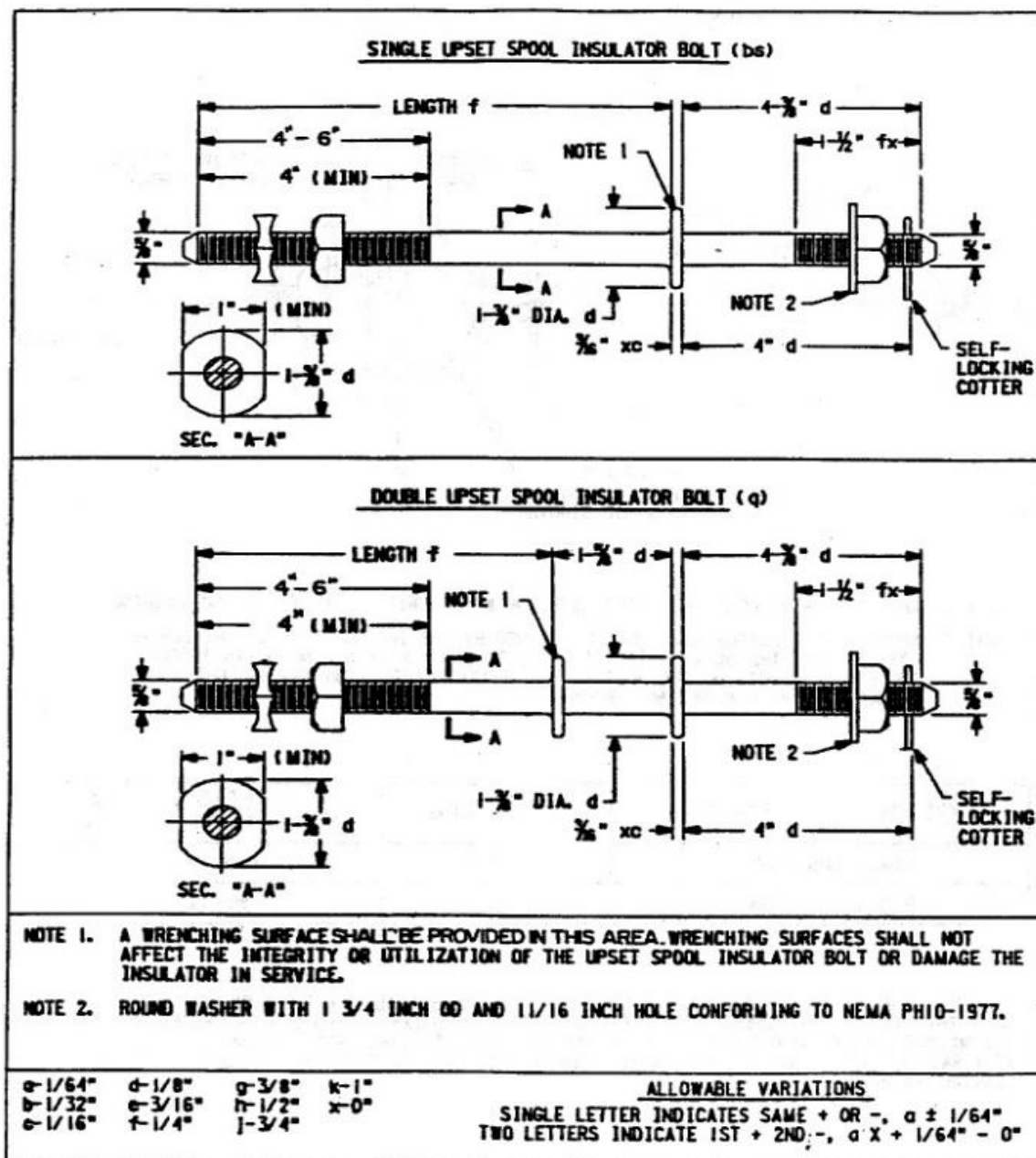
Locknut thread shall conform to the requirements of NEA specification No. 116.

STRENGTH:

Based on a minimum of any 6 consecutive test samples the upset spool bolt shall develop an average strength of 2000 pounds for single upset type and 900 pounds for the double upset. type without deflecting more than 10 degrees when tested by test procedures described herein and in Section 7 of ANSI C135.31-1980 [1].

Individually a single upset spool bolt shall develop a minimum of 1900 pounds and a double upset spool bolt shall develop a minimum of 800 pounds without deflecting more than 10 degrees when tested by procedures described herein in section 7 of ANSI C135.31-1980 [1] and demonstrated in Figure 2 of this document.

Single and double upset spool bolts described here in with nuts installed shall meet the minimum tensile load or 12,400 pounds. Above the specified minimum tensile loads an upset spool bolt shall fail only in the shank or threaded sections and not at the junction of the upset and shank. Threads shall not strip below the specified minimum tensile load.



OVAL-EYE BOLT

MATERIAL:

Oval-eye bolts and compatible square nuts, shall be fabricated from material that complies with the requirements of ANSI C135.4-1979, [1].

FINISH:

Oval-eye bolt and square nut described in this standard shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, [2].

Each oval-eye bolt shall bear a permanent symbol or identification mark of the manufacturer in a place and manner which will not adversely affect either integrity or

utilization of the bolt. Oval-eye bolts and nuts shall have smooth surfaces, free from blemishes and imperfections. The eyes of the bolts shall be well shaped, with no irregularities, malformations or cracks and the inner surface shall be free from projections or other sharp edges.

DIMENSIONS:

Oval-eye bolt dimensions are shown in figure I and presented in Table A below using symbols defined as follows:

D = Diameter

L1 = Length from below the eye to the last thread

L2 = Thread length

L3 = Length of eye

W = Width of eye

Oval-eye bolt dimensions with applicable tolerances shall conform to requirements of ANSI C135.4-1979, [I].

The dimensions of the compatible nuts before galvanizing shall be in accordance with ANSI B18.2.2-1972, [3] and conform with ANSIC135.1-1979, [4].

THREADS:

Rolled threads must be provided on the threaded portion of the oval-eye bolt. Before galvanizing, the threads must comply with class2 of ANSI B1.1-1982,[5] and conform to ANSI C135.1-1979, [4].

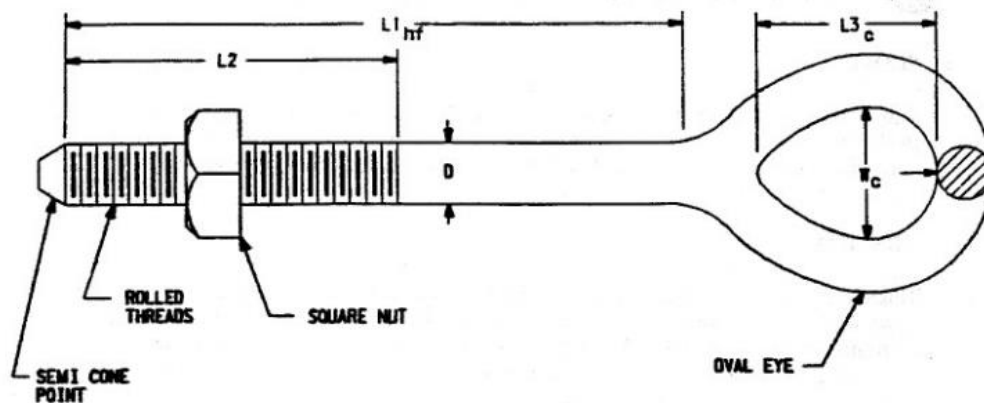
After galvanizing, the threads shall permit compatible square nuts to be run the entire length of the thread without the aid of tools.

Square nuts shall be tapped in accordance with ANSICI35.1-1979, Table 8, [4].

STRENGTH:

Oval-eye bolts with nuts installed shall meet the tensile strength requirements listed in Section 6 of ANSI C135.4-1979, [I]. Above the specified minimum tensile loads, the oval-eye bolt shall fail only in the shank or threaded section and not at the junction of head and shank. Threads shall not strip below the specified minimum tensile load.

A cold bend test shall be conducted in accordance with Section 6.2 of ANSI CI35.4-1979, [I].



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FIGURE 1
OVAL EYE BOLT AND SQUARE NUT ASSEMBLY

TABLE A

DIA. 5/8 = 0.625 SHANK DIA. BEFORE GALVANIZING MAX. = 0.642 MIN. = 0.605	DIMENSIONS (INCHES)						ULTIMATE TENSILE STRENGTH (LBS)	THREADS PER INCH
	CODE NO.	D	L1	L2	L3	W		
	0636 15 08	5/8	8	4	2	1-1/2	12,400	11
	0636 15 10	5/8	10	4	2	1-1/2	12,400	11
	0636 15 12	5/8	12	6	2	1-1/2	12,400	11
	0636 15 14	5/8	14	6	2	1-1/2	12,400	11
	0636 15 18	5/8	18	6	2	1-1/2	12,400	11

OTHER DIMENSION, TOLERANCE AND PERFORMANCE REQUIREMENTS AND THREAD DESIGN REQUIREMENTS ARE STATED IN ANSI STANDARDS C135.1-1979, C135.4-1979, B1.1-1982 AND B1.2-1972 OR CURRENT EDITION OF THESE STANDARDS

a-1/64" d-1/8" g-3/8" k-1"
b-1/32" e-3/16" h-1/2" x-0"
c-1/16" f-1/4" j-3/4"

BOLT MACHINE

MATERIAL:

Drop forged machine bolts and compatible square nuts must be fabricated from steel that complies with the requirements of ANSI Standard C135.1-1979, [I].

FINISH:

The machine bolt and square nut described in this specification shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, [2]. Each bolt shall bear a permanent symbol or identification mark of the manufacturer in a place and manner which will not adversely affect the integrity or utilization of the bolt. The bolt and nut shall have smooth surfaces free from blemishes and imperfections after galvanization.

DIMENSIONS:

NEA machine bolt dimensions listed in Table A and identified in Figure 1 are defined as follows:

L1 = Length from underside of head to last thread at end of bolt on semi-cone pointed bolts and at bolt on other bolts.

L2 = Length from top thread to last thread at end of bolt.

D = Diameter of shank.

Bolt dimensions with applicable tolerances shall conform to the requirements of ANSI C135.1-1979, [1] and bolt head shall conform to the requirements of ANSI B18.2.1-1981, [13]. Bolts with diameters of 1/2 inch, 5/8 inch and 3/4 inch and 8 inches or longer, shall be fitted with a semi-cone point as stated and tabulated in ANSI C135.1-1979, [1].

Dimensions of compatible square nuts before galvanizing shall be in accordance with ANSI B18.2.2-1972, [4] and conform to ANSI C135.1-1979, [1].

THREADS:

1. The threaded portion of machine bolts shall be provided with machine rolled threads and before galvanizing, must comply with class 2 of the ANSI standard for unified screw threads, ANSI B1.1-1982, [5] and conform to ANSI C135.1-1979, (1).

2. After galvanizing the bolt thread shall permit compatible nuts to be run the entire length of the thread without the aid of tools.

3. Nuts shall be tapped in accordance with ANSI C135.1-1979, Table 8, (1).

STRENGTH:

1. Tensile Strength

Machine bolts with nuts installed shall meet the tensile strength requirements listed in Table 10 of ANSI C135.1-1979, [1]. Above the specified minimum tensile loads, the machine bolt shall fail only in the shank or threaded section and not at the junction of head and shank. Threads shall not strip below the specified minimum tensile loads.

2. Bending Strength

A cold bend test shall be conducted in accordance with Section 6.2 of ANSI C135.1-1979, [1].

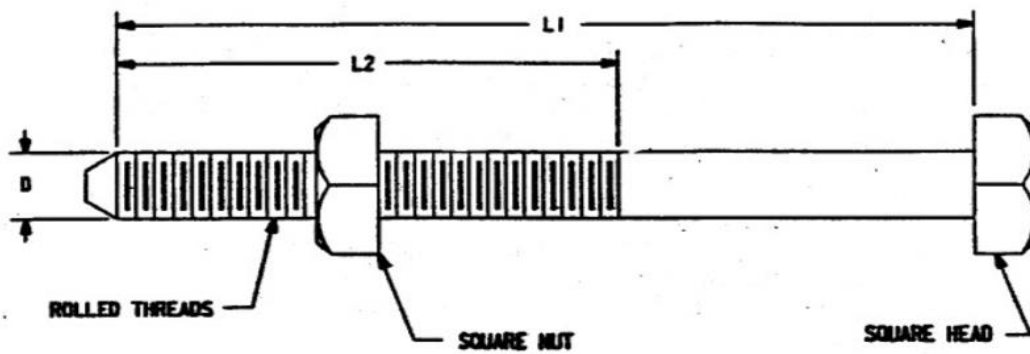
TABLE A						
In Inch Units						
Code No.	D	L1	L2	Ultimate Tensile Strength in Pounds	Number of Threads Per Inch	Quantity per Package
0638 04 06	1/2	6	3	7,800	13	200
0638 04 10	1/2	10	4	7,800	13	100
0638 04 12	1/2	12	6	7,800	13	100
0638 05 05	5/8	5	3	12,400	11	100
0638 05 08	5/8	8	4	12,400	11	100
0638 05 09	5/8	9	4	12,400	11	100
0638 05 10	5/8	10	4	12,400	11	50
0638 05 12	5/8	12	6	12,400	11	50
0638 05 14	5/8	14	6	12,400	11	50
0638 05 16	5/8	16	6	12,400	11	50
0638 05 18	5/8	18	6	12,400	11	50
0638 05 20	5/8	20	6	12,400	11	50

Tolerances Before Galvanization			
Dimension Symbol	Diameter Nominal	Diameter Maximum	Diameter Minimum
D	1/2 - 0.500	0.515	0.482
D	5/8 - 0.625	0.642	0.605
D	3/4 - 0.750	0.768	0.729

Machine Bolts (Cont.)

Dimension Symbol	Length	Diameter	Tolerance Positive	Tolerance Negative
L1	1-1/2	1/2	0.04	0.06
L1	1-1/2	5/8	0.06	0.08
L1	6 thru 8	1/2	0.12	0.18
L1	6 thru 20	5/8	0.14	0.18
L1	8 thru 16	3/4	0.14	0.18
L2	1 thru 1-1/2	1/2 thru 3/4	1/16	1/32
L2	3 thru 6	1/2 thru 3/4	1/8	1/16

Other dimension, tolerance and performance requirements and thread design requirements for bolts and nuts are stated in ANSI Standards C135.1-1979, (1), B1.1-1982, (5), B18.2.1-1981, (3), B18.2.2-1972, (4) or current editions of these standards.



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BRACE, CROSS-ARM AND SIDE ARM

MATERIAL:

The cross-arm braces shall be fabricated from structural quality hot-rolled steel which conforms to ASTM A570-79, [1] and NEMA Pub. No. PH6-1970 [2].

FINISH:

The cross-arm braces shall be hot-dip galvanized in accordance with ANSI/ASTMA15382, [3]. Each brace shall bear a permanent symbol or identification mark of the manufacturer in a place and manner which will not adversely affect the integrity or utilization of the brace. The finish shall be smooth, free from blemishes and other imperfections which are inconsistent with commercial practice.

DIMENSIONS:

Figures 1, 2, 3 and 4 depict the flat brace, double-span brace, sidearm brace and vertical sidearm brace respectively. Indicated dimensions are defined as follows:

a. Figure 1- Flat Brace:

All dimensions are depicted on drawing.

b. Figure 2 - Double-Span Cross-arm .Brace:

L1 = Over all span of brace

L2 = Separation of cross-arm mounting holes from center of pole

HI = Drop of brace

D1 = Diameter of pole mounting hole

D2 = Diameter of cross-arm mounting holes

T = Thickness of angle steel

WI = Height of cross section

W2 = Width of cross section

A = Length of horizontal portions of brace

B = Separation of mounting holes from flange

c. Figure 3 - Side-Arm Brace

L1 = Length of brace

L2 = Distance from cross-arm mounting hole to upper end of riveted step

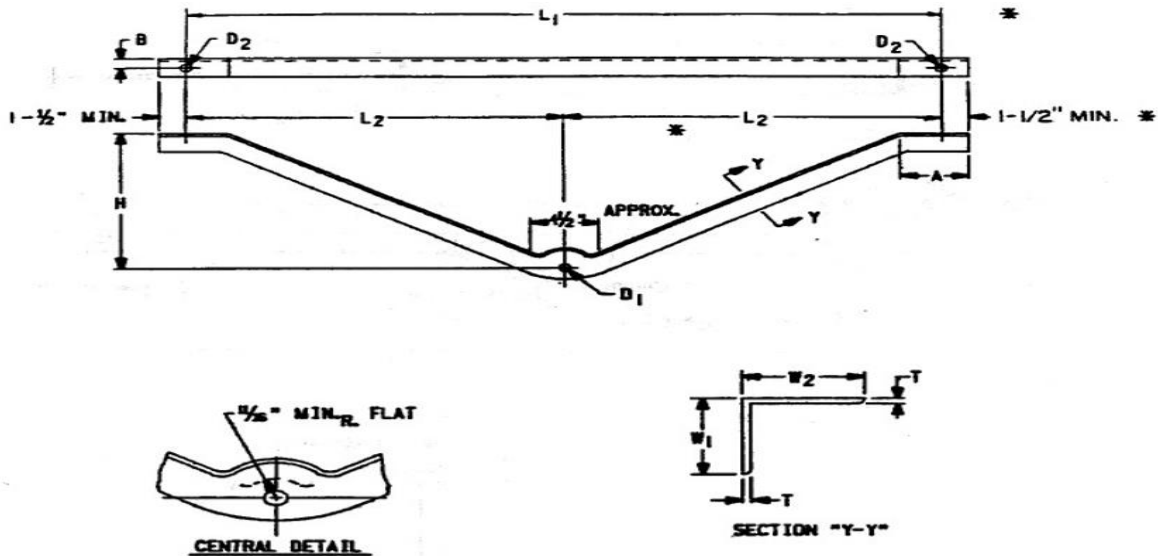
d. Figure 4 – Vertical Side Arm Brace Dimensions Depicted on Drawing

The braces shall conform to the dimension and tolerance requirements of Figure I, 2, 3 and 4 NEMA PH6-1970, [2] or current edition thereof.

STRENGTH:

Flat braces shall have a minimum tensile strength of 7,000 pounds at the bolt holes. They shall be capable of being bent 10 degrees at bolt holes and 140 degrees at any point between holes without cracking of the base metal on the outside of the bent portion. A 9/16" diameter mandrel shall be used for bending. The brace shall be clamped so that radius of bend will be the same as the mandrel.

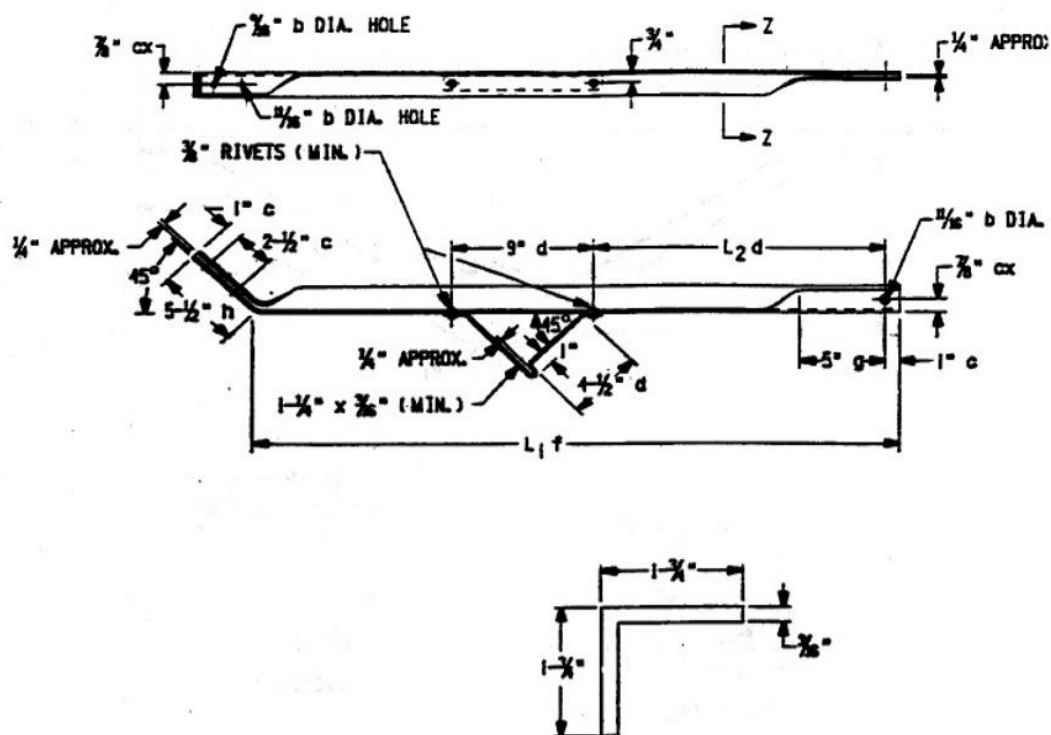
The steps on sidearm braces shall be capable of supporting 250 pounds without buckling. There should be no permanent deformation after the 250 pound load is removed.



DIMENSION SYMBOL	DIMENSION (INCHES)	TOLERANCE (INCHES)	
		POSITIVE	NEGATIVE
L_1	60	$\frac{1}{4}$	$\frac{1}{4}$
L_2	30 ±	$\frac{1}{8}$	$\frac{1}{8}$
H	18	0	0
D_1	$\frac{11}{16}$	$\frac{1}{32}$	$\frac{1}{32}$
D_2	$\frac{7}{8}$	$\frac{1}{32}$	$\frac{1}{32}$
W_1	$1\frac{1}{2}$	$\frac{1}{16}$	0
W_2	$1\frac{1}{2}$	$\frac{1}{16}$	0
T	$\frac{3}{16}$	$\frac{1}{32}$	0
A	4	$\frac{1}{2}$	$\frac{1}{2}$
B	$\frac{7}{8}$	$\frac{1}{16}$	0

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FIGURE 2
NEA STEEL ANGLE BRACE



DIMENSION SYMBOL	DIMENSION (INCHES)
L1	84
L2	30

ALLOWABLE TOLERANCE (INCHES)

Q-1/64"	d-1/8"	g-3/8"
b-1/32"	e-3/16"	h-1/2"
c-1/16"	f-1/4"	x-0"

ALLOWABLE VARIATIONS

SINGLE LETTER TOLERANCE = \pm VARIATION, d = $\pm 1/8"$
TWO LETTER TOLERANCE = + FIRST VARIATION - SECOND VARIATION.
qd = $+ \frac{3}{8}" - \frac{1}{32}" = \frac{11}{32}"$

FIGURE 3
NEA SIDEARM BRACE

CLAMP, DEADEND STRAIN

MATERIAL:

The clamp body shall be fabricated from high-strength aluminum alloy in accordance with ASTM B686-82.

FINISH:

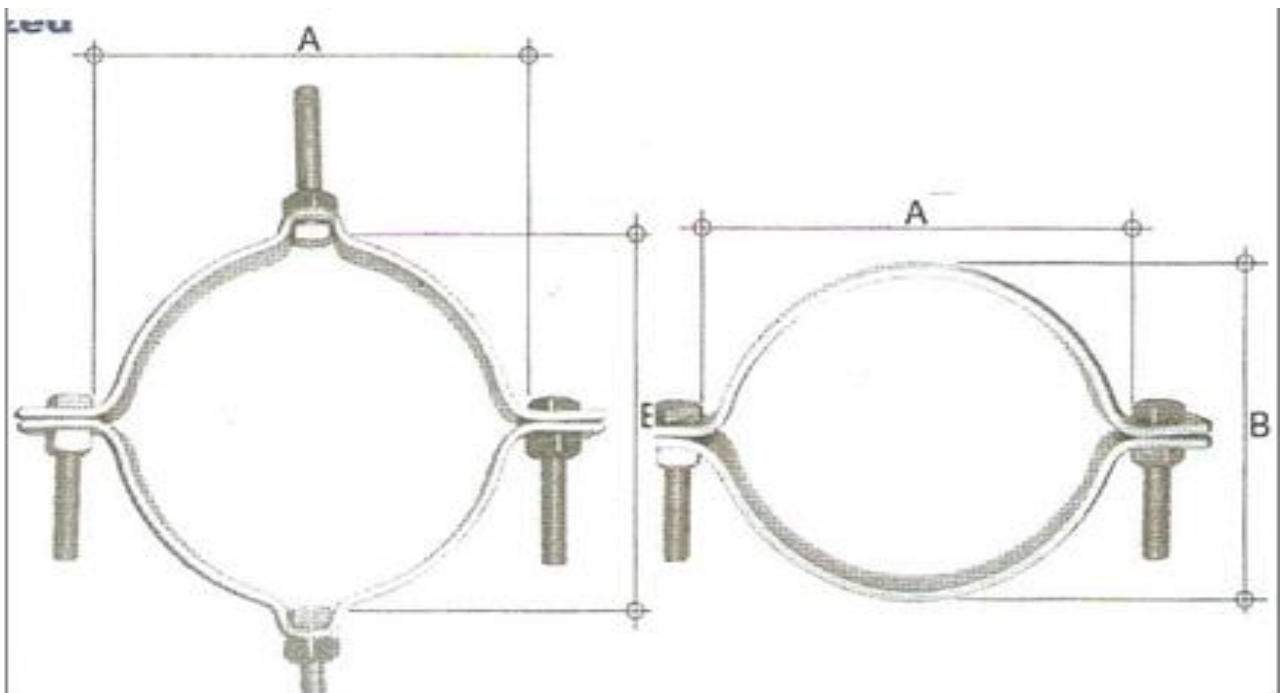
The clamp shall have smooth surfaces without blemishes, malformations or other defects. The clamp body shall bear the manufacturer's symbol or identification mark and catalog number.

DIMENSIONS:

Dimensions of conductor deadend clamps shall be based on the minimum and maximum conductor size with which use is intended. A typical conductor deadend clamp is shown below.



POLE CLAMP



SWINGING CLEVIS

Service swinging clevises furnished to NEA specifications shall conform in all respects to the dimensional and performance requirements of this specification. These clevises shall be designed to use 2-118 inch spool insulators, ANSI Class 53-1 and ANSI C29.3-1986 [2]. The text, figures and references to other standards supplement each other and are considered part of this specification.

MATERIAL:

NEA service swinging clevises and clevis pins shall be fabricated from open hearth steel strip that conforms to ASTM A570-79, [3]. The clevis pin shall be made from steel that has a grade and quality that meet the strength requirements of ASTM A675-82, [4]. The self-locking cotter key shall be made of a non-ferrous metal such as hard-drawn copper, aluminum, brass or bronze.

DIMENSIONS:

The dimensions and permitted tolerances of service swinging clevis brackets and clevis pins shall be in accordance with NEMA Pub. No. PH20-1979, [5], and as shown in Figures 1 and 2 are defined as follows:

- A = Width of clevis opening
- B = Depth of clevis throat
- C = Width of clevis body
- D = Thickness of clevis bod
- R1 = Radius of clevis pin holes
- R2 = Radius of clevis body at opening
- E = Minimum dimension for NEA spool insulator ANSIClass53-1

Dimensions of clevis pins shown in Figure 2 are defined as follows:

- D1 = Diameter of clevis pin head
- D2 = Diameter of clevis pin shank
- L1 = Overall length of clevis pin shank
- L2 = distance between end of clevis pin and center of cotter key hole

FINISH:

Service swinging clevis brackets and clevis pins shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, [1]. Each clevis bracket shall bear the manufacturer's symbol or identification mark. All surfaces must be smooth and free from blemishes or other irregularities not consistent with good commercial practice. .

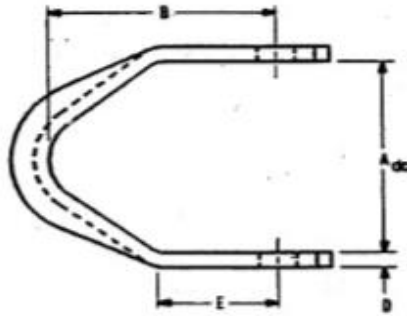
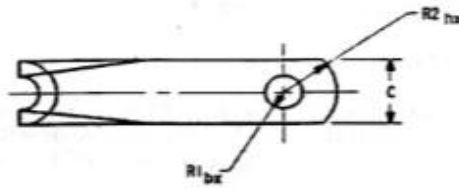
STRENGTH:

Service swinging clevis bracket must be capable of meeting ultimate deadend load requirements of Section 10.1 of NEMA Pub. No. PH20-1979, which for 2 1/8 inch Class 53-1 insulator is 2,000 lbs.

TESTS:

During tests, the bracket shall be fitted with a wet process insulator that complies with ANSI C29.3-1986, [2]. Test procedures described in Section 6 of NEMA Pub. No. PH20-1979, [5], include:

- a. Loads shall be applied by means of a loop of flexible stranded cable of a diameter which shall not exceed the radius of the wire groove of the spool insulator. Failure of the spool insulator shall be regarded as a clevis failure.
- b. During testing the clevis shall be attached to a steel block.



NEA CODE NO.	SPOOL INSULATOR CLASS	NOMINAL DIMENSION (INCHES)						
		A	B	C	D	R1	R2	E (MIN)
1230 14 01	ANSI 53-1	2-1/4	2-1/4	3/4	3/8	7/32	1/2	1-1/4

ALLOWABLE VARIATION (INCHES)

SINGLE LETTER INDICATES \pm VARIATION. EXAMPLE: c = $\pm 1/32$ INCH
TWO LETTERS INDICATE +FIRST VARIATION, - SECOND VARIATION.
EXAMPLE: cx = $+1/32$ -0 $-1/32$

a = 1/8
b = 1/32
c = 1/32
d = 1/8
e = 1/8
f = 1/8
g = 1/8
h = 1/8
i = 0

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FIGURE 1
SERVICE SWINGING CLEVIS

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SHACKLE, ANCHOR

Anchor shackles furnished to NEA specifications shall conform in all respects to the dimensional and performance requirements stated in this standard. The text, figures and references to other standards supplement each other and shall be considered parts of this standard.

MATERIAL:

An anchor shackle furnished to NEA specifications shall be fabricated from materials that comply with the requirements of ASTM A668-83, [1]. The cotter bolt shall be in accordance with ANSI C135.1-1979, [2]. The self-locking cotter key shall be made from good commercial grade brass, stainless steel, bronze, hard drawn aluminum or hard drawn copper.

FINISH:

The anchor shackle shall be hot-dip galvanized in accordance with ANSI/ASTM A15382, [3]. All anchor shackles shall bear the manufacturer's symbol or identification mark in a location which will not impair its function.

All surfaces shall be smooth, free from blemishes and other imperfections not consistent with commercial practice.

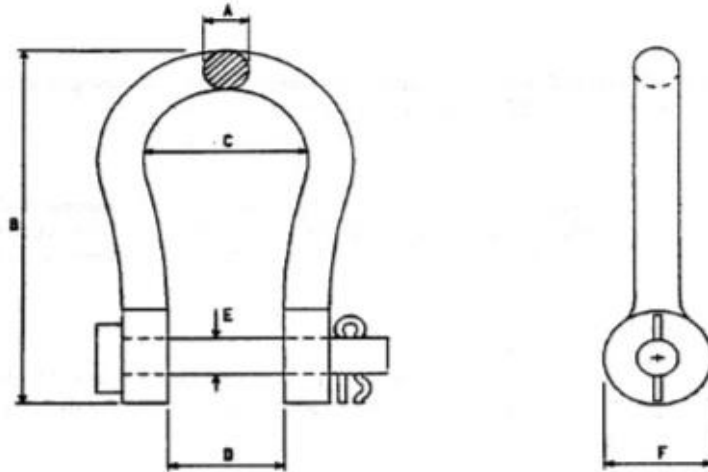
DIMENSIONS:

NEA anchor shackles shall have dimensions shown in drawing, as follows:

A = Diameter of cross section 1

B = Minimum Height of shackle

C = Maximum width of eye
D = Minimum width of opening
E = Bolt diameter
F = Minimum diameter of shackle base



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NEA CODE NO.	DIMENSIONS (INCHES)						PACKAGING	
	A	B	C	D	E	F	QUANTITY	WGT (lbs)
1230 28 00	$\frac{1}{2}$	$3\frac{1}{2}$	$1\frac{1}{2}$	$\frac{3}{4}$	$\frac{3}{4}$	$1\frac{3}{4}$	100	93

INSULATED, ACSR CONDUCTOR

ACSR conductors shall conform in all respects to the dimensional and performance requirements of this document which covers:

1. Steel core wire.
2. Aluminum wire.

The ACSR conductors shall be classified as Class A as designated in ASTM B232[1].

STEEL CORE:

1. Material

The steel wire shall be fabricated from steel obtained by the open-hearth, electric furnace, of basic oxygen process and conforms to the chemical composition specified in Section 3 of ASTM B498 [2] as follows:

Element	Compositions, Percent (%)
Carbon	0.50 to 0.85
Manganese	0.50 to 1.10
Phosphorus, max.	0.035
Sulphur, max.	0.045
Silicon	0.10 to 0.35

2. Testing

The steel wire shall be tested in accordance with Section S, 6 and 10 of ASTM B498[2].

3. Corrosion Protection

The steel wire shall be coated with zinc to Class A requirements with coating weight described in Table 4 of ASTM B498 [2].

Additional protection for ACSR conductor against corrosion of the steel core shall be provided by use of a suitable corrosion inhibition, grease or oil.

ALUMINUM WIRES:

1. Materials

The round aluminum wire shall be drawn from rods that conform to the chemical requirements of Table 2, ASTM B230 [3].

2. Testing

The aluminum wire shall have tensile strengths depending on temper as shown in Table 1 of ASTM B233 [4].

3. Resistivity

The electrical resistivity limits and values of the aluminum rods are presented in Table 4 of ASTM B230 [3].

4. General

Aluminum wires used shall meet the requirements of ASTM B230 [3].

LAY FACTOR:

The lay factor of the aluminum wire shall be not less than 12 nor more than 14.5 times the outside diameter of the conductor. The preferred lay factor is 13 times the diameter, with the lay in a right hand direction.

CONSTRUCTION:

The number and diameter of aluminum and steel wires and the stranding shall conform to the requirements of Table 1, 2 and 3 of ASTM B232 [1].

CONDUCTOR STRENGTH:

The rated strength shall be the aggregate strength of the steel and aluminum wires determined by the methods described in Section 9.1 of ASTM B232 [1].

MATERIAL DENSITY:

In accordance with Section 10 of ASTM B232 [1], the density of aluminum wire is assumed to be 2.705 g/cm³ (0.0975 lb/in.³) at 20°C on the basis of 99.45 percent purity. The density of galvanized wire is assumed to be 7.78 g/cm³ (0.281 lb/in.³) at 20 °C.

WEIGHT AND ELECTRICAL RESISTANCE:

The weight and electrical resistance of the stranded conductor shall be determined by the methods described in Section 11 of ASTM B233 [1].

VARIATION:

Limits with variation of the cross section of the aluminum wires shall be described in Section 12 of ASTM B232 [1].

CHARACTERISTICS:

ACSR conductors shall have the following characteristics:

NEA CODE NO.	SIZE AWG or MCM	STRANDS No. & SIZE-INCHES		OVERALL DIAMETER (inches)	DC Resistance Ohms/mile @ 25°C	Ultimate Strength Pounds
		Aluminum	Steel			
	6	6 x .0661	1 x .0661	0.198	3.56	1,170
	4	6 x .0834	1 x .0834	0.250	2.24	1,830
1511 02 61	2	6 x .1092	1 x .1092	0.316	1.41	2,790
1511 10 61	1/0	6 x .1327	1 x .1327	0.398	0.885	4,280
1511 20 61	2/0	6 x .1490	1 x .1490	0.447	0.702	5,345
1511 30 61	3/0	6 x .1672	1 x .1672	0.502	0.556	6,675
1511 40 61	4/0	6 x .1878	1 x .1878	0.563	0.441	8,420
1511 33 26	336.4	6 x .1137	1 x .1137	0.721	0.278	14,050

FINISH:

The conductor shall be free of imperfections, sharp protrusions and blemishes not consistent with good commercial practice.

INSULATION:

1. General

The aluminum cables shall be provided with filled or unfilled cross-linked polyethylene insulation. A filled insulation contains a minimum of ten percent (10%) carbon black and/or mineral fibers by weight. An unfilled insulation contains a maximum of two and one-half percent (2-1/2%) carbon black for cables up to 5.0 KV. The insulation shall be free from voids, contaminants or porosity detectable with less than five times magnification.

2. Physical and Aging Requirements

The insulation shall meet the requirements of ICEA standards Publication No. S66-524 (NEMA WC7).

The insulation should exhibit the following performances:

1. Unaged Condition

Minimum tensile strength (lb/in.2)

Minimum elongation at rupture (%) 1800 250

2. Aged condition after oven test at 121°C + /-1°C for 168 hours.

Minimum tensile strength at rupture (% of unaged value) 75

Elongation at rupture (% of unaged value) 75

Heat distortion (% of unaged value)

4/0 AWG and smaller (30)

Larger than 4/0 AWG (10)

3. Insulation Thickness

Insulation jacket thickness of cables are listed below:

<u>Conductor Size AWG</u>	<u>Insulation Thickness (mils)</u>
4	45
2	45
1/0	60
2/0	60
4/0	60

4. Electrical Properties

a. Insulation Resistance

Cable insulation resistance is the resistance of the insulation to the radial flow of direct current from the conductor to the outer coverings of the cable. The test procedure shall conform to the methods outlined in Section 6.15 of ICEA 5-66-524 (NEMA WC7), [14] at 600p(15.6°C). The resistance shall not be less than the value calculated as follows:

$$R = K 10 \log D/d$$

Where: R = Insulation resistance (meg-ohms per 1000 ft)

K = Insulation constant

D = Diameter over insulation

d = Diameter under insulation

CONNECTOR, COMPRESSION

Compression connectors furnished shall conform in all respects to the design and performance requirements established in this document. The connectors shall accommodate ACSR, aluminum and copper conductors in various conductor size and type combinations for taps, splices and deadend terminals.

MATERIAL:

Compression connectors, of a type shown in Figure 1, for hand operated mechanical compression tools shall be made from an alloy and shall be easily deformed to provide the pressure necessary for retention of the clamped conductors with the connector body. The connectors shall have strength and conductivity for their application.

Connectors joining aluminum and copper conductors shall be provided with one of the following accommodations for the copper conductor:

1. A copper insert cast integrally with the aluminum connector body or swaged permanently in place or soldered, provided all corrosive fluxes are removed from the bond area.
2. A bimetallic strip of aluminum and copper bonded together. This strip shall be firmly attached to the aluminum clamp body.

Connector materials are chosen by application as follows:

3. Aluminum conductor to aluminum conductor; the connector body shall be made of aluminum alloy and contact surfaces shall be coated with an oxide inhibiting compound.
2. Aluminum conductor to copper conductor; same as 1, with accommodations for copper conductors.
3. Copper conductor to copper conductor; connector made of copper.

DESIGN REQUIREMENTS:

Connectors used on NEA distribution circuits shall meet the following design considerations:

4. Conductor-grooves shall be designed so that the conductor shall not be damaged when the connector is compressed.
5. Connectors used with stranded conductors shall be designed so that all strands in the outer layer shall be in good contact with the connector.
3. Moisture must not be allowed to collect at the junction between copper and aluminum components of connectors used to join copper and aluminum conductors.
4. Each connector shall provide a good fit for a limited range of conductor sizes. The contact length shall not be less than five times the diameter of the largest conductor or which the connector is designed.

TESTS:

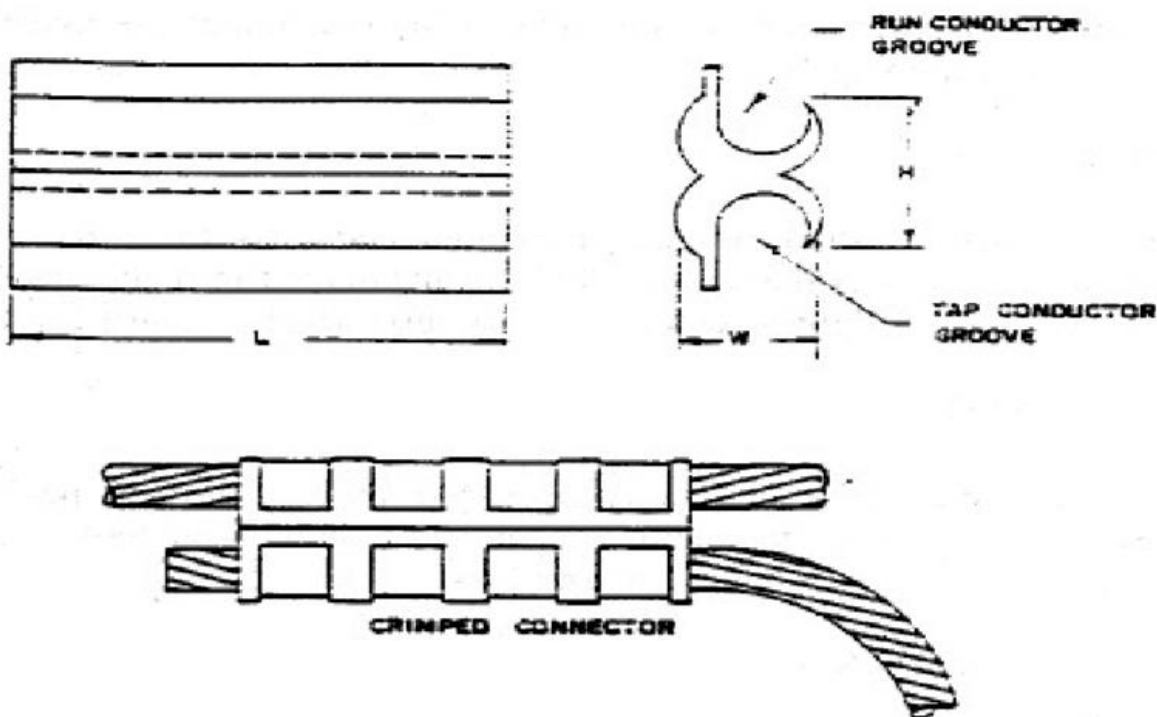
The performance of compression connectors shall be determined by the following tests (as described in NEMA Pub. No. CC-3[1].

1. Heat cycle tests.

2. Electrical tests - resistance and conductivity.
3. Mechanical tests -tension.

FINISH:

Compression connectors described in this document shall have smooth surfaces free from blemishes and other imperfections. The connectors shall also bear the Manufacturer's identification mark or symbol, connector catalog No. and the index number of the compatible die for the compression tool. This information shall be presented in a location and manner which will not impair the function of the connector and will remain visible after crimping.



CONNECTORS APPLIED WITH MECHANICAL COMPRESSION TOOL

NEA Code No.	CONDUCTOR RANGES	
	RUN	TAP
1701 16 02	#6 to #4 Al - ACSR	#14 to #8 Al - Cu
1701 16 35	#6 to #4 Al - ACSR	#6 to #4 Al - ACSR
1701 16 39	#2 to #4/0 Al - ACSR	#6 to #2 Al - ACSR
1701 16 51	#1/0 to #2/0 Al - ACSR	#1/0 to #2/0 Al - ACSR
1701 16	#2/0 to #4/0 Al - ACSR	#2/0 TO #4/0 Al - ACSR

CONNECTOR, AMPACT WEDGE TYPE

A locking tab prevents wedge from loosening once it has been driven into position.
 Every connection may be visually inspected by checking wedge movement and locking tab.
 No damage to the conductors when installing or removing tap
 Wedge are factory coated with an inhibitor containing abrasive particles to help clean the contact surfaces during installation



IMPACT SELECTION GUIDE

Wire Combinations
336.4-6
336.4-4
336.4-2
336.4-1/0
336.4-2/0
336.4-3/0
336.4-4/0
336.4-266.8
336.4-336.4
477.0-2, 3
477.0-4, 5

CONNECTOR, OVERHEAD SPLICE AUTOMATIC

Full tension (95% of conductor rated breaking strength unless noted otherwise)
 Designed SPECIFICALLY for high corrosive/problem environments.



CONDUCTOR SIZE			APPROXIMATE CONDUCTOR O.D.		COLOR CODE	DIMENSIONS INCHES (MM)	
ACSR ASTM-B232	AAAC ASTM-B399	AAC ASTM-B231	MIN/MAX. INCHES	MIN./MAX. MM		A	B
4 - 2	4 - 2	4 - 2	.220-.320	5.59-8.13	Red-Orange	12 (305)	1.0 (25)
1/0 - 2/0	1/0 - 2/0	1/0 - 2/0	.355-.470	9.02-11.94	Yellow-Gray	18 (460)	1.4 (36)
3/0 - 4/0	3/0 - 4/0	3/0 - 4/0	.450-.595	11.43-15.11	Pink-Black	22 (560)	1.7 (43)
#2	#2	#2	.225 - .250	5.72 - 6.35	Orange	10	0.09
1/0	1/0	1/0	.355 - .400	9.03 - 10.18	Yellow	13	1.1
266.8 (18/1)	312.8	*336.4	.603-.666	15.32-16.92	Brown	19 (480)	1.7 (43)
336.4 (18/1)	394.5	*397.5, **336.4	.659-.724	16.74-18.42	Green	20 (510)	1.8 (46)
397.5 (18/1)	465.4	*477	.720-.795	18.34-20.19	Blue	22 (560)	2.0 (51)
477 (18/1)	559.5	*556.5, 500	.780-.858	19.81-21.79	White	24 (610)	2.1 (54)
556.5 (18/1) - 795 (36/1)	652.4, 740.8	600 (37 str), 795 (61 str)	.879 - 1.041	22.33 - 26.44	26.76	2.5	Natural

GROUND ROD CLAMP:

MATERIAL:

Drop forged ground rod clamp bodies shall be made of malleable steel compatible with ASTM A663-82, [1] or ASTM A675-82, [2]. The retaining screw shall also be made of steel that complies with ANSI Standard CI35.1-1979, [3] and shall have a square or hexagonal head. Each material shall have a quality and grade that satisfies the requirements of this standard.

FINISH:

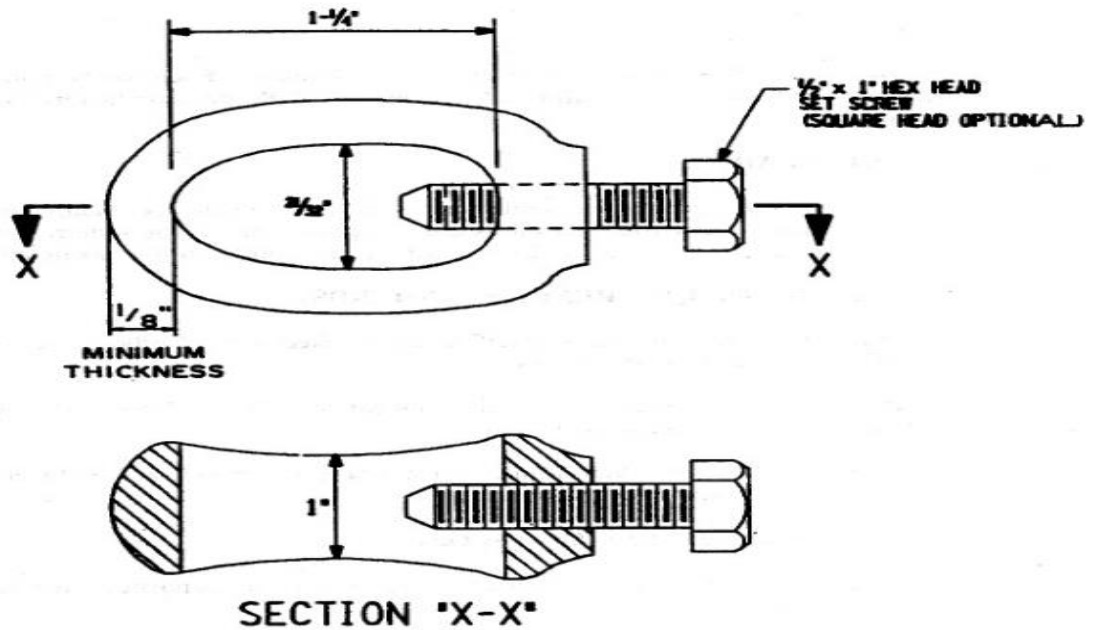
A ground clamp body shall be hot-dip galvanized in accordance with ANSI/ASTM A15382, [4]. The retaining screw shall be cadmium plated in accordance with ASTM A16580, [5]. The surfaces of the clamp body and screw should be smooth and free from blemishes.

DIMENSIONS:

Dimensions of ground rod clamps shall be specified on the basis of ground rod diameter and NEA ground wire diameters (0.460 inch and 0.128 inch)

The manufacturer is responsible for the design of the clamps in order to meet the requirements of this standard. .

Approximate dimensions of a typical NEA ground rod clamp are shown in Figure I.



THIS IS A CONCEPTUAL DRAWING. THE MANUFACTURER IS RESPONSIBLE FOR THE PREPARATION OF DRAWINGS AND A DESIGN WHICH MEETS THE DIMENSIONAL, STRENGTH, AND OTHER PERFORMANCE REQUIREMENTS OF THIS STANDARD.

CONNECTOR, STIRRUP HOTLINE:

FEATURE:

Hot Stick Eyes	Yes
Inhibitor Loaded	No
Material	Aluminum Alloy
Material - Bail	Copper
Material - Body	Aluminum
Material - Eyestem	Stainless Steel
Material - Keeper	Aluminum Alloy
Material - Spring (on Eyestem)	Stainless Steel
Material - Stirrup	Copper
Material - Washer	Stainless Steel
Number of Eyebolts	1
Plating No Type	Stirrups

FIG. NO.	CATALOG NUMBER	AAC CONDUCTOR (MIN. - MAX.)	ACSR CONDUCTOR (MIN. - MAX.)	COPPER LOOP SIZE	DIM A	DIM B	DIM C	DIM D	EYESTEM HARDWARE	APPROX. WT. EACH LB. [KG]	STANDARD PACK
1	AHLS022016E	#6 - 2/0 STR.	#8 - 2/0 STR.	#4 [.204]	30°	1.813 [46.04]	2.375 [60.32]	4.031 [102.39]	3/8"	.530 [.24]	50
1	AHLS022019E	#6 - 2/0 STR.	#8 - 2/0 STR.	#1 [.289]	30°	1.813 [46.04]	2.375 [60.32]	4.188 [106.36]	3/8"	.670 [.30]	50
2	AHLS024019E	#2 - 4/0 STR.	#4 - 4/0 STR.	#1 [.289]	30°	3.500 [88.90]	4.000 [101.60]	4.063 [103.19]	3/8"	1.190 [.54]	25
2	AHLS024021E	#2 - 4/0 STR.	#4 - 4/0 STR.	1/0 [.225]	30°	3.500 [88.90]	4.000 [101.60]	4.031 [102.39]	3/8"	1.250 [.57]	25
2	AHLS397021E	1/0 - 500 MCM	1/0 - 397.5 MCM	1/0 [.325]	30°	3.688 [93.66]	4.000 [101.60]	4.094 [103.98]	7/16"	1.560 [.71]	20
2	AHLS397022E	1/0 - 500 MCM	1/0 - 397.5 MCM	2/0 [.365]	30°	3.688 [93.66]	4.000 [101.60]	4.094 [103.98]	7/16"	1.650 [.75]	20
2	AHLS954022E	336.4 - 1033.5 MCM	336.4 - 954 MCM	2/0 [.365]	30°	4.250 [107.95]	4.500 [114.3]	4.158 [105.56]	1/2"	2.490 [1.13]	15
2	AHLS954024E	336.4 - 1033.5 MCM	336.4 - 954 MCM	4/0 [101.6]	30°	4.250 [107.95]	4.500 [114.3]	4.188 [106.36]	1/2"	2.490 [1.13]	15

ITEM	DESCRIPTION	MATERIAL
1	BODY	ALUMINUM
2	CAP	ALUMINUM
3	SPRING	STAINLESS STEEL
4	WASHER	GALVANIZED STEEL
5	EYESTEM	STAINLESS STEEL
6	BAIL	COPPER

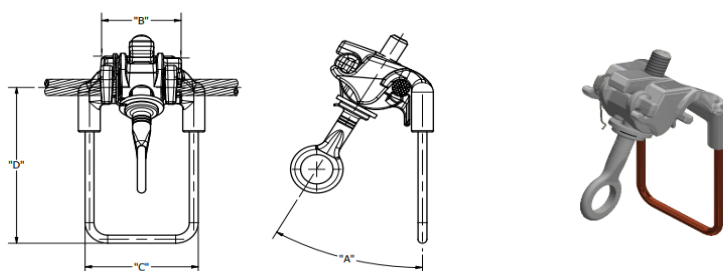


FIG 1

NOTES:

1. ALL DIMENSIONS FOR REFERENCE ONLY IN. [MM], FORCE LBS [KN], TORQUE IN. LBS [N.M] & WEIGHT LBS.[KG].
2. RATINGS:
A. RECOMMENDED TORQUE : EYESTEM - 200 IN.LBS [22.60]
3. CERTIFICATIONS, SPECIFICATIONS & STANDARDS:
A. ANSI C119.4

INSULATOR, SPOOL AND PIN TYPE

Porcelain insulator types furnished to NEA specifications shall each conform in all respects to ANSI specifications as follows (non-porcelain to conform in-so-far as applicable):

NEA Code No.	Type	Class	ANSI Specification
3428 10 11	Clevis Suspension	52-1	C29.2-1983, [1]
3426 10 11	Spool	53-1	C29.3-1986, [2]
3426 20 11	Spool	53-2	"
3426 40 11	Spool	53-4	"
3422 31 10	Medium Voltage pin	55-3	C29.5-1984, [3]
3422	Medium Voltage pin	55-5	"

MATERIALS:

All porcelain insulators covered by this specification shall be fabricated from good Commercial wet-process porcelain. All other insulators shall be of a material that has demonstrated suitability and long life in service, or through aging tests, for use as insulators. Ferrous parts of clevis type suspension insulators, other than stainless steel or aluminum, shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, [5].

MARKING:

Each insulator shall bear the manufacturer's symbol and year of manufacture.

FINISH:

Each insulator shall have a smooth glazed surface, free from imperfections or blemishes which can impair service life and performance;

TESTS:

Each insulator type shall be tested using methods described in ANSI C29.1-1982, [6], or IEC 383:1983, [7]. Tests required for specific insulator types are described in their' associated ANSI specifications listed in Section 2. These tests are as follows:

1. Electrical tests including:
 - a. Low-frequency dry flashover voltage
 - b. Low-frequency wet flash overvoltage
 - c. Low-frequency dry with stand voltage
 - d. Low-frequency wet with stand voltage
 - e. Impulse with stand voltage
 - f. Radio-influence voltage
 - g. Visual corona
 - h. Puncture
2. Mechanical tests selected from:
 - a. Tensile strength
 - b. Cantilever strength if applicable
 - c. Compression strength if applicable
 - d. Torsional strength if applicable
 - e. Transverse strength if applicable
 - f. Mechanical impact strength if applicable
3. Combined mechanical and electrical strength test for suspension insulators only.
4. Time-load-withstand-strength test.
5. Porosity test.
6. Thermal test.
7. Pinhole gauging test.
8. Galvanizing test in accordance with ANSI/ASTM B499-75 (1980), [7].
9. Routine electrical tests including:
 - a. High-frequency tests
 - b. Low-frequency tests
10. Routine mechanical tests for suspension insulators.

PERFORMANCE REQUIREMENTS:

Insulators shall meet the following minimum performance ratings:

A. Suspension Insulators (ANSI C29.2-1983.rm.

Item	ANSI Class 52-1	Refer to ANSI C29.1-1982 Section
1. Electrical:		
a. Low-frequency dry flashover (Kv)	60	4.2
b. Low-frequency wet flashover (Kv)	30	4.3
c. Critical impulse flashover, positive (Kv)	100	4.7
d. Critical impulse flashover, negative (Kv)	100	4.7
e. Low-frequency puncture (Kv)	80	4.11
2. Radio-influence voltages (RIV):		
a. Low-frequency test voltage (rms-ground) Kv	7.5	4.9
b. Maximum RIV @ 1.0 Mhz micro-volts	50	4.9

Item	ANSI Class 52-1	Refer to ANSI C29.1-1982 Section
3. Mechanical:		
a. Combined mechanical and electrical strength (lbs)	10,000	5.2
b. Mechanical impact Strength (inch-lbs)	45	5.1.2.2
c. Tension proof (lb)	5,000	7.2.1
d. Time load (lb)	6,000	5.3
4. Dimensions:		
a. Leakage distance (inches)	7	2.5.2

B. Spool Insulators (ANSI C29.3-1986, [2]).

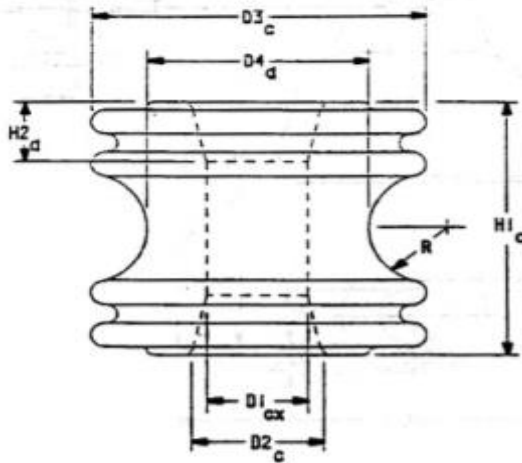
	53-1	ANSI Class		Refer to ANSI C29.1982 Section
		53-2	53-4	
1. Electrical:				
a. Low frequency dry flashover (Kv)	20	25	25	4.2
b. Low frequency wet flashover (Kv)				
1. Vertical	8	12	12	4.3
2. Horizontal	10	15	15	4.3
2. Mechanical:				
a. Transverse Strength (lbs)	2,000	3,000	4,500	5.1.6

C. Pin Insulators (ANSI C29.5-1984, [3].

Item	ANSI Class 55-3	Refer to ANSI C29.1-1982 Section
1. Electrical:		
a. Low-frequency dry flashover (Kv)	65	4.2
b. Low-frequency wet flashover (Kv)	35	4.3
c. Critical impulse flashover, positive (Kv)	100	4.7
d. Critical impulse flashover, negative (Kv)	130	4.7
e. Low-frequency puncture (Kv)	95	4.11
2. Radio-influence voltages (RIV):		
a. Low-frequency test voltage (rms-ground) Kv	10	4.9
b. Maximum RIV @ 1.0 Mhz micro-volts	50	4.9
3. Mechanical:		
a. Cantilever strength(lb)	2,500	5.1.3
4. Dimensions:		
a. Leakage distance (inches)	7	2.5.2
b. Dry arcing distance(inches)	4.5	2.5.3
c. Minimum pin height(inches)	5	

8. DIMENSIONS AND PERMITTED TOLERANCES:

Principal dimensions and permitted tolerances, after galvanizing, are presented in Figures 1 to 6, and are measured in inches. These dimensions (and tolerances) are defined as follows:

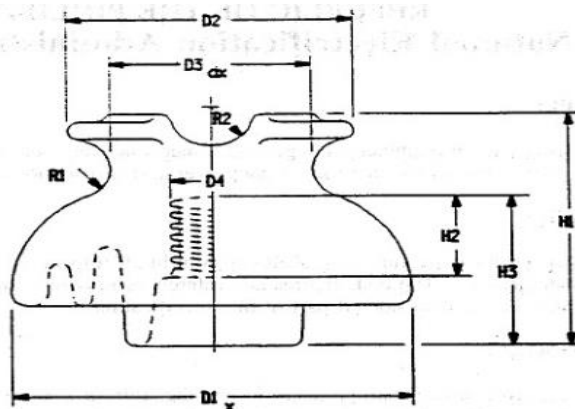


NEA CODE NO.	NOMINAL DIMENSION (INCHES)						
	D1	D2	D3	D4	H1	H2	R
3426 10 11	$\frac{3}{16}$	$\frac{7}{16}$	$2\frac{1}{4}$	$1\frac{1}{2}$	$2\frac{1}{8}$	$\frac{1}{2}$	$\frac{7}{16}$

a = $\frac{1}{64}$
 b = $\frac{1}{32}$
 c = $\frac{1}{16}$
 d = $\frac{1}{8}$
 x = 0

ALLOWABLE VARIATION (INCHES)
 SINGLE LETTER INDICATES \pm VARIATION. EXAMPLE: d = $\pm \frac{1}{16}$ INCH
 TWO LETTERS INDICATE +FIRST VARIATION, - SECOND VARIATION.
 EXAMPLE: cx = $+\frac{1}{16}$ -0 = $+\frac{1}{16}$

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NEA CODE NO.	NOMINAL DIMENSION (INCHES)								
	D1	D2	D3	D4	H1	H2	H3	R1	R2
3422 31 10	4-3/4	3-1/2 (MAX)	2-1/4	1	4	1-7/8 (MIN)	2-1/2	5/8	13/16

a = $\frac{1}{64}$
 b = $\frac{1}{32}$
 c = $\frac{1}{16}$
 d = $\frac{1}{8}$
 x = 0

ALLOWABLE VARIATION (INCHES)
 SINGLE LETTER INDICATES \pm VARIATION. EXAMPLE: d = $\pm \frac{1}{8}$ INCH
 TWO LETTERS INDICATE +FIRST VARIATION, - SECOND VARIATION.
 EXAMPLE: cx = $+\frac{1}{16}$ -0 = $+\frac{1}{16}$

STEEL PIN

Insulator pins furnished to NEA specifications shall conform in all respects to the dimensional and performance requirements stated in this standard. The text, figures, and references to other standards supplement each other, and shall be considered parts of this standard.

MATERIAL:

Drop forged insulator pins shall be fabricated from steel that conforms with either ASTM A575-81, (1) or ASTM A576-81, (2).

Compatible square nuts shall be fabricated from materials that comply with requirements of ANSI C135.1-1979, (3).

All one inch (1") and one and three-eighths inch (1-3/8") insulator threads shall be made of a lead alloy which meets the strength requirements of this standard.

Square washers shall be fabricated from materials that comply with the requirements of NEMA PHIO-1977, Part 3.1.1, (4).

Lock washers shall be fabricated from materials that comply with the requirements of ANSI B18.21.1-1983 and NEA Tech. Standard 116 (5).

Compatible square locknuts shall be fabricated from material that complies with requirements of NEA and ANSI C135.1-1979, (3), Specification 116, (5).

FINISH:

The pin and its accessories shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, (6). The surfaces shall be smooth and free from blemishes and sharp projections. Each insulator pin shall bear the manufacturer's symbol or identification mark in a place and manner which will not adversely affect the integrity or utilization of the pin.

DIMENSIONS:

Insulator pin assembly dimensions shown in Figures 1 and 2 are listed in Table A using the information and symbols defined as follows:

- A = Height above cross-arm
- B = Length of shank
- C = Diameter of shank
- D = Diameter of base
- E = Diameter of shaft
- F = Thread length
- G = Wrenching square size
- H = Insulator lead thread diameter

The insulator pins shall comply with dimensions and tolerance of applicable pins of ANSI C135.1-1979, (7).

Dimensions of compatible square nuts before galvanizing shall be in accordance with ANSI B18.2.2-1972, (8) and conform to ANSI C135.1-1979, (3).

Dimensions of square washers shall comply with NEMA PHIO-1977, (4). Dimensions of compatible square locknuts shall comply with NEA specification 116, (5).

THREADS:

The threaded portion of the insulator pin shank shall be provided with machine rolled threads and before galvanizing, must comply with class 2 of the ANSI standard for unified screw threads, ANSI B1.1-1982, (10) and conform to ANSI C135.1-1979, (3). After galvanizing, the thread shall permit compatible nuts to be run its entire length without the aid of tools.

Nuts shall be tapped in accordance with ANSI C135.1-1979, Table 8, (3).

The lead thread shall conform to the dimensions and tolerances of Figure 3.

STRENGTH:

Cantilever test on long and short shank pins shall be conducted using the methods demonstrated in Figure 4 and shall develop the minimum strengths shown in Table B, Figure 4

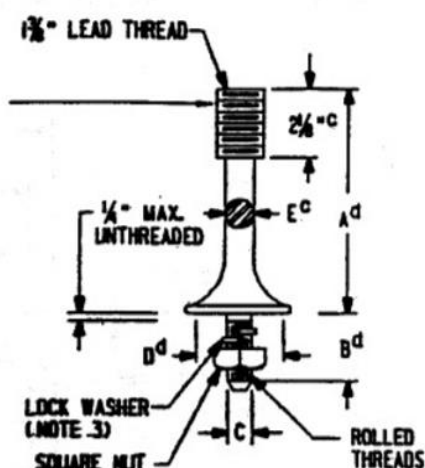
and listed in ANSI C135.17-1979, (7). Pins shall be fixed on a rigid block and must develop the minimum strengths in any direction without experiencing a deflection greater than 10 degrees.

Torsion and tension tests shall be performed using the following procedure:

1. Torsion tests: After applying 150 inch-pounds of torque to the steel thimble, it should be rotated an additional 180 degrees without stripping the lead thread or breaking the bond between the pin body and the lead thread.

2. Tensile tests: After applying 150 inch-pounds of torque to the steel thimble it should be capable of withstanding a minimum tensile load of 3000 pounds without slipping or pulling off the pin.

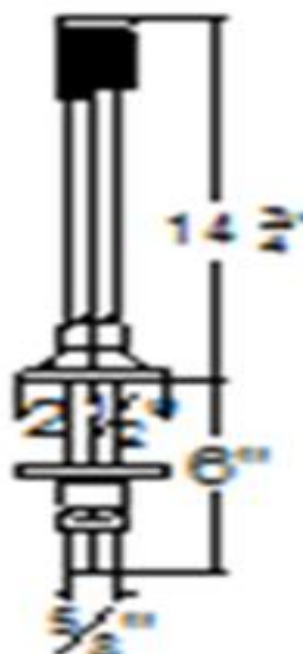
The locknuts shall meet the test and strength requirements of NEA specification 116.



SHORT SHANK

INSULATOR PIN
FOR STEEL CROSSARM

Activate
Go to Setting

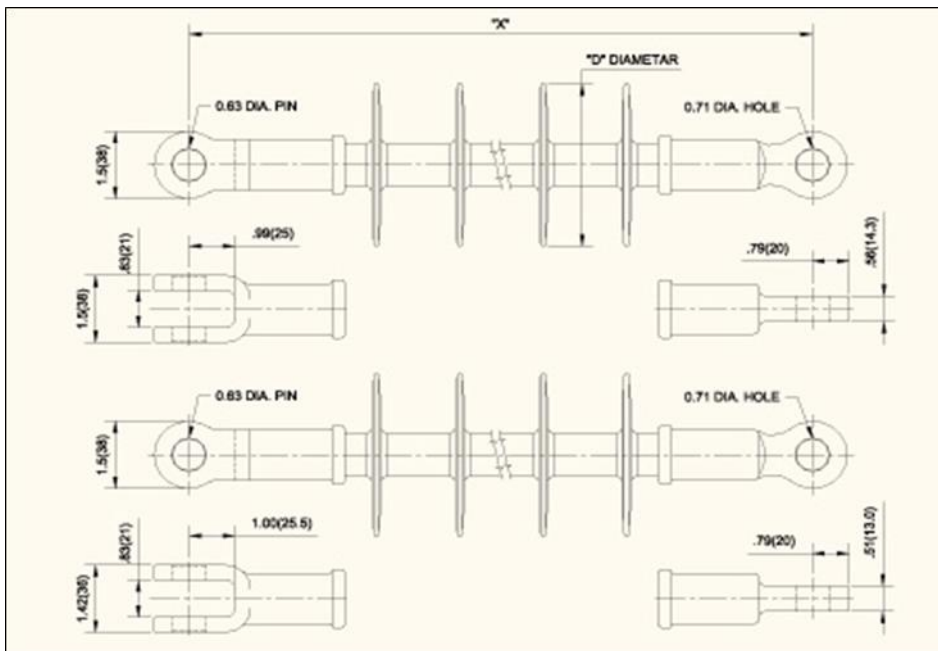
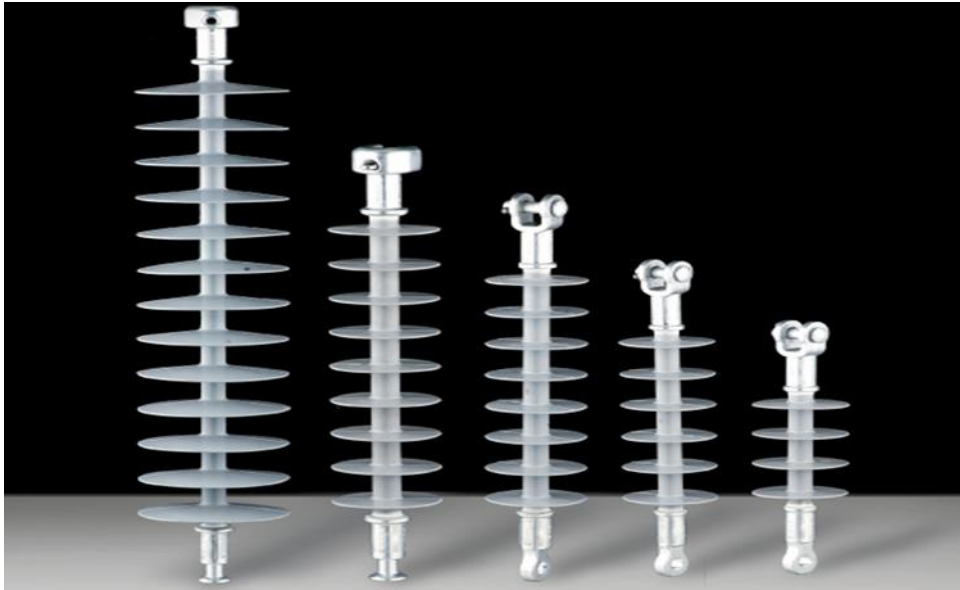


INSULATOR, SUSPENSION (POLYMER)

All polymer insulators must be 15 KV and 25KV rating with 100 % silicone rubber, EPDM material made insulator not acceptable.

(Note: China made Manufactured not accepted products).

1. Basic Insulation Level (BIL) conform of each insulator must conform to International Standards
2. They are of polymer material and conform to the ANSI Standard.
3. Shall bear the manufacturer symbol and year manufactured.
4. Shall have smooth glazed surface, and free from imperfection and without any observable cracks and creaks.
5. Bidder's must submit the following for evaluation;
 - 5.1. Manufacturer's product technical specification.
 - 5.2. Test Result Electrical.
 - 5.3. Test Result Mechanical



EYE NUT

Oval-eye nuts furnished to NEA specifications shall conform in all respects to the dimensional and performance requirements stated in this standard. The text, figures and references to other standards supplement each other and shall be considered parts of this standard.

MATERIAL:

Oval-eye nuts shall be fabricated from materials that comply with ASTM A663-82(1). The materials shall be of a grade and quality which can meet the requirements of ANSI C135.5-1979, (2).

FINISH:

Oval-eye nuts shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, (3). All surfaces shall be smooth and free from irregularities. All oval-eye nuts shall bear the manufacturer's symbol or identification mark in a location that will not impair its function.

DIMENSIONS:

Oval-eye nuts shall conform to the dimensions shown in Figure 1 and defined as follows:

A = Height of oval-eye nut

B = Base diameter

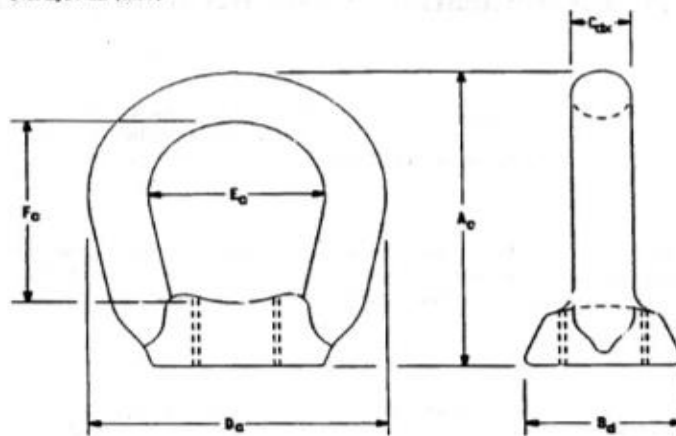
C = Width of crown

D = Width of oval-eye nut

E = Maximum width of eye

F = Height of eye

After galvanizing, the oval-eye shall be tapped oversize for compatibility with 3/4 inch or 5/8 inch butts as specified. The oval-eye nut shall be provided with unified coarse threads, class 2, in accordance with ANSI B1.1-1982, (4).



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NEA CODE NO.	BOLT SIZE	DIMENSIONS (INCHES)						ULTIMATE STRENGTH (ksi)	PACKAGING	
		A	B	C	D	E	F		QUANTITY	WT(lbs)
4290 10 63	3/4"	3.0	1-3/4"	1/2"	2-1/2"	1-1/2"	1-3/4"	12,400	100	55

ALLOWABLE VARIATIONS		
a-1/64"	d-1/8"	m-3"
b-1/32"	e-3/16"	x-0"
c-1/16"	f-1/4"	

FIGURE 1
OVAL-EYE NUTS

Page 3 of 3
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LOCK NUT

Square galvanized steel nuts shall conform in all respects to the dimensional and performance requirements stated in this document. The text, figures and references to other standards supplement each other and shall be considered parts of this document.

MATERIAL:

Nuts shall be made from hot-rolled steel which has been produced by the open hearth, basic-oxygen or electric furnace process in accordance with the requirements of ANSI Standard C135.1-1979 [1].

FINISH:

The nut described in this standard shall be hot-dip galvanized in accordance with ANSI/ASTM A153-73 [2]. Each nut shall bear a permanent symbol or identification mark of the manufacturer in a place and manner which will not adversely affect the integrity or

utilization of the nut. The nut shall have smooth surfaces free from blemishes and imperfections after galvanization.

DIMENSIONS:

NEA galvanized square nut dimensions shall conform to Table A and B of this document and as illustrated in ANSI Standard C135.1-1979 [1] and ASME/ANSI B18.2.2-1978 [3].

THREADS:

4. The internally threaded parts shall be tapped in accordance with ANSI C135.1-1979, Table 8 [1].
5. Threads shall be Unified Standard, Class 2B, of the series specified in the notes on respective dimensional tables in accordance with Unified Inch Screw Threads (UN and UNR Thread form), ANSI B1.1-1982 [4].

STRENGTH:

Threads of the nut shall not strip below the specified minimum tensile strength of the bolts on which the nuts are to be threaded as listed in Table 10 of ANSI C135.1-1979 [1].

Table A								
Dimensions of Square Nuts in Inches *								
Nominal Bolt Size	<u>Width Across Flats</u>			Width Across Corners		Thickness Of Nuts		
	Basic	Maximum	Minimum	Maximum	Minimum	Basic	Maximum	Minimum
3/8	5/8	.625	0.606	0.551	0.832	21/64	0.246	0.310
1/2	13/16	.812	0.788	1.149	1.082	7/16	0.458	0.418
5/8	1	1.00	0.969	1.414	1.330	35/64	0.569	0.525
3/4	1-1/8	1.125	1.088	1.591	1.494	21/32	0.680	0.632

Table B							
Dimensions for Nuts and Tapered Parts in Inches							
Nominal Bolt Size	Per Inch	Internal Threads					
		Pitch Diameter		Minor Diameter		Major Diameter Minimum	Nominal Tap Size OD
3/8	16	0.350	0.356	0.323	0.377	0.039	0.390-16
1/2	13	0.470	0.476	0.437	0.454	0.520	0.520-13
5/8	11	0.587	0.594	0.548	0.567	0.646	0.646-11
3/4	10	0.706	0.714	0.663	0.684	0.771	0.771-10

NOTE:

- [1] The maximum width across flats applies at all points. No transverse section through the nuts between 25% and 75% of the nut thickness as measured from the bearing face shall be less than the minimum width across flats.
- [2] The tops of the nuts shall be flat and chamfered or washer crowned. The diameter of the chamfer circle shall be equal to the maximum across flats within a tolerance of -15%.
- [3] The bearing surface shall be at right angles to the axis of the threaded hole within a tolerance of three (3) degrees for size one (1) inch nuts or smaller and two (2) degrees for nuts larger than one (1) inch.
- [4] The axis of the tapped hole shall be concentric with the axis of the nut body within a tolerance equal to 5% (10% FIR) of the maximum width across flats.
- [5] Threads shall be unified coarse thread series (UNC Series) class 28.

PIN, POLE TOP

MATERIAL:

1. Pins Pole-top pins shall be made from either iron or steel of a grade and quality to meet the strength and performance requirements of this standard.
2. Lead Threads Lead threads shall be made of a lead alloy of a grade and quality suitable to meet the strength and performance requirements specified in this standard.

STRENGTH:

Tests described in ANSI C135.22-1979 (1) shall determine the performance criteria of NEA pole-top pins. These tests include:

1. Cantilever Tests

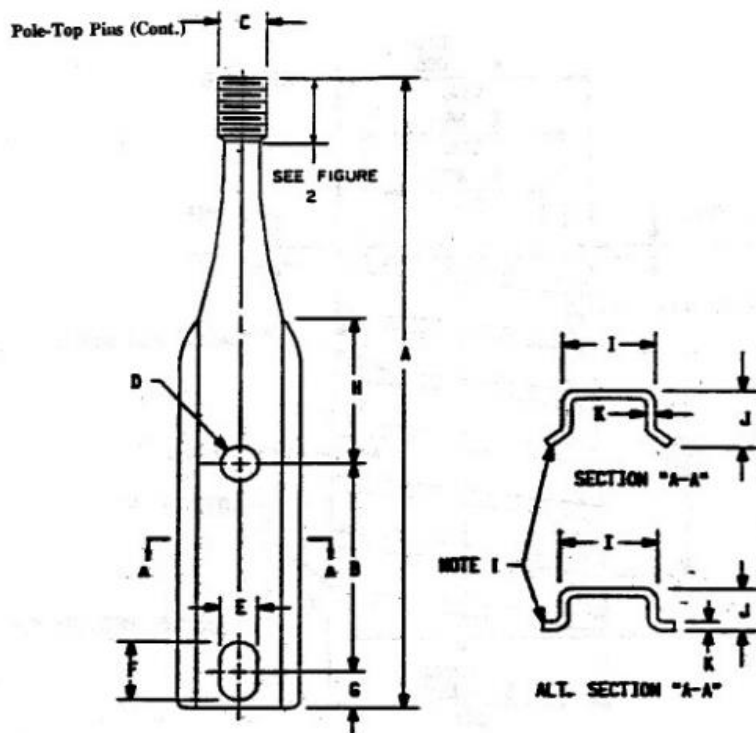
These tests, illustrated in Figure 3, determine the minimum transverse and longitudinal loads that the pin can carry to obtain a 10 degree deflection.

The pin shall recover to its original state when the loads are removed. The minimum necessary loading is presented in Table 1 below.

2. Lead Thread Test

Lead alloy threads shall develop the strength specified in the torsion and tensile tests specified below.

- a. Torsion Test: After an initial application of 150 inch-pounds of torque to the steel thimble, the lead threads shall withstand an additional 180 degrees of tightening rotation without damage to the thread by stripping or breaking of the bond between the pin body and the thread:
- b. Tensile Test: After installing the steel thimble on the lead thread with a torque of 150 inch-pounds, the lead thread shall withstand a minimum load of 3,000 pounds in tension without stripping or pulling off the pin. The load shall be applied to the thimble while the pin is restrained by the shank.

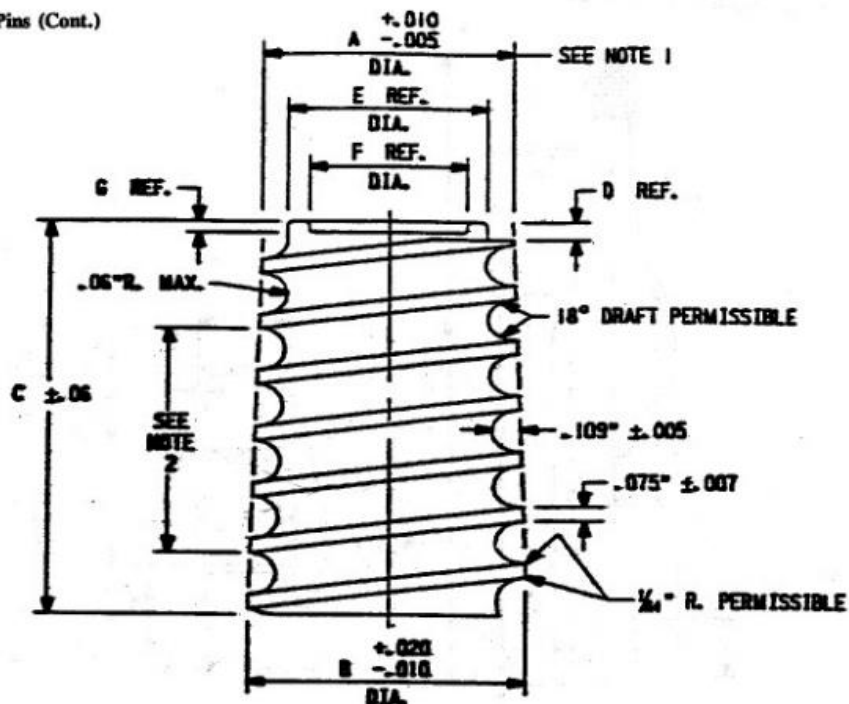


NEA CODE NO.	DIM. UNIT	DIMENSIONS OF POLE TOP PIN (INCHES)											
		A	B	C	D	E	F	G	H	I	J	K	
4561 21 20	IN.	20	8	1	11/16	11/16	1-1/4	1	NOTE 3	1-7/8	NOTE 2	NOTE 2	
	IN.	20	8	1-3/8	11/16	11/16	1-1/4	1	NOTE 3	1-7/8	NOTE 2	NOTE 2	
TOLERANCE (INCHES)	±	1/4 1/8	1/16 1/16	SEE FIG. 2	1/32 0	1/32 0	1/16 1/16	—	—	1/16 1/16	—	—	

- NOTE 1 CHANNEL LEGS MAY BE FLANGED OR OTHERWISE FORMED TO MEET STRENGTH REQUIREMENTS.
- NOTE 2 THIS DIMENSION MAY BE VARIED TO PROVIDE REQUIRED STRENGTH.
- NOTE 3 THIS DIMENSION SHALL NOT BE LESS THAN 4 INCHES.
- NOTE 4 THIS IS A CONCEPTUAL DRAWING. THE MANUFACTURER IS RESPONSIBLE FOR THE PREPARATION OF DRAWINGS AND A DESIGN WHICH MEETS THE DIMENSIONAL, STRENGTH, AND OTHER PERFORMANCE REQUIREMENTS OF THIS STANDARD.

FIGURE 1
DIMENSIONS OF POLE TOP PINS WITH 1 INCH AND 1-3/8 INCH
DIAMETER LEAD THREADS

Pole-Top Pins (Cont.)

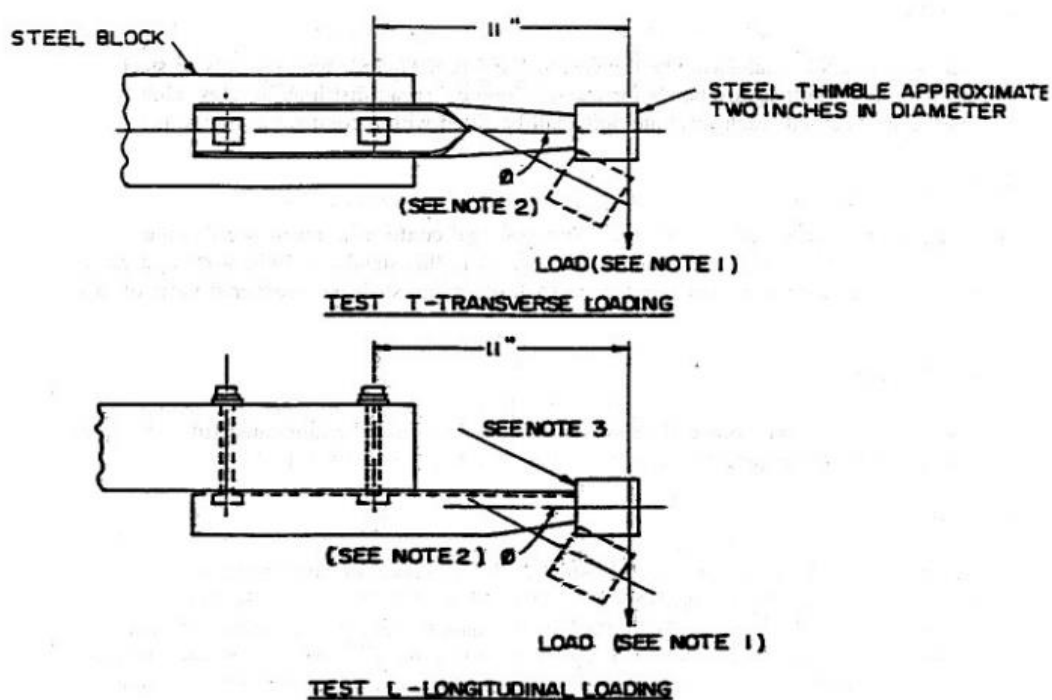


NOTE 1. THIS IS THE DIAMETER MEASURED BETWEEN THE TAPERED LINES PROJECTED ALONG THE OUTSIDE SURFACE OF THE THREADS AT THE TOP EXTERMINITY OF THE LEAD HEAD. TAPER EQUALS $1/16$ INCH IN DIAMETER PER INCH IN LENGTH.

NOTE 2. FOUR (4) THREADS PER INCH

NEA CODE NO.	DIMENSION OF LEAD THREADS IN INCHES							
	LEAD HEAD	A	B	C	D	E	F	G
4561	21 20	1	1.010	1.119	1.750	$5/16$	$3/8$	$3/4$
	$1-3/8$	1.385	1.518	2.130	$5/8$	$1-1/8$	$3/4$	$7/8$

FIGURE 2
DIMENSIONS FOR 1-INCH AND $1-3/8$ INCH LEAD THREADS



- NOTE 1. APPLICATION OF LOAD MUST COINCIDE WITH CENTERLINE OF TESTING MACHINE
- NOTE 2. THE ANGLE OF DEFLECTION (ANGLE θ) SHALL BE DETERMINED BY THE INTERSECTION OF THE CENTERLINE AXIS OF THE STEEL THIMBLE IN IT'S INITIAL POSITION WITH THE CENTERLINE AXIS OF THIS THIMBLE OBTAINED AT ANY DEFLECTED POSITION OF THE PIN.
- NOTE 3. THIS END OF THE STEEL THIMBLE SHOULD NOT EXTEND BEYOND LEAD THREAD.

TABLE I

TEST NO.	SIZE OF PIN	LEVER ARM	MIN. REQUIRED LOAD BASED IN A MAX. DEFLECTION OF 10°
T	20"	11"	1500 LBS.
L	20"	11"	1200 LBS.

FIGURE 3
POLE TOP PINS WITH 1 INCH DIAMETER LEAD THREADS

GROUND ROD

Ferrous ground rods furnished to NEA specifications shall conform in all respects to the dimensional and performance requirements of this specification. These ground rods shall be used with the clamp described in NEA Specification 140 [1].

MATERIAL:

1. Ferrous ground rods shall be fabricated from one of the materials listed below. The material shall have a quality and grade which satisfies the performance requirements of this specification.
 - a. Hot rolled high carbon steel produced by the open-hearth, basic oxygen or electric-furnace process in accordance with ASTM A663-82[2] or ASTM A67582 [3].
 - b. Malleable iron castings in conformity with ASTM A47-77 [4].

FINISH:

NEA ground rods shall be hot-dip galvanized in accordance with ANSI/ASTM A153-82, [5]. The ground rods shall have smooth surfaces free from blemishes, sharp projections and other irregularities which can be hazardous to personnel and are inconsistent with normal

commercial practice. The manufacturer's identification mark or symbol and rod length (in feet) shall be located on each ground rod.

If ferrous castings are specified, embrittlement of the zinc coating must be avoided by either selecting a suitable material composition or by cooling the castings from the annealing process.

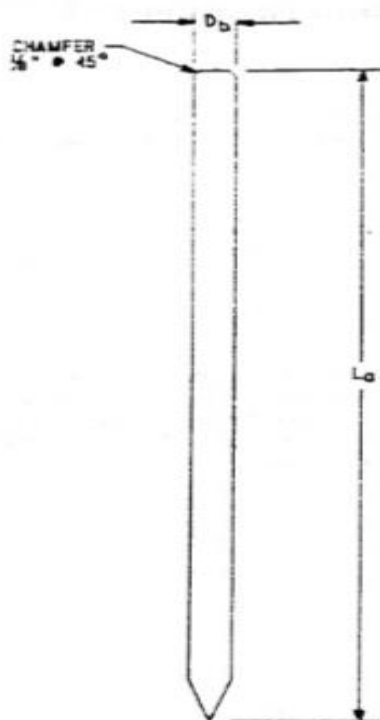
Ground rod dimensions shown in Figure 1 are defined as follows:

L = Length of rod

D = Diameter of rod

STRENGTH:

The ground rod shall be of sufficient strength and rigidity to resist bending and excessive mushrooming of the top.



NEA CODE NO.	DIMENSIONS		PACKAGING	
	ROD SIZE (INCHES)	ROD LENGTH (FT)	QUANTITY	WEIGHT (lbs)
-	5/8	6	10	60
-	5/8	8	5	40
53B6 85 10	5/8	10	5	47.5

ALLOWABLE VARIATION

a = ± 3.0 INCHES

b = $\pm 1/32$ INCH

THIS IS A CONCEPTUAL DRAWING. THE MANUFACTURER IS RESPONSIBLE FOR THE PREPARATION OF DRAWINGS AND A DESIGN WHICH MEETS THE DIMENSIONAL, STRENGTH, AND OTHER PERFORMANCE REQUIREMENTS OF THIS STANDARD.

WASHERS

Washers furnished to NEA specifications shall conform in all respects to the specific dimensional and material requirements stated in this standard. The text, figures and references to other standards supplement each other and shall be considered as parts of this standard.

MATERIAL:

Washers shall be made from one of the following materials:

1. Hot or cold rolled steel produced in accordance with either ASTM A569-72 (R-1979), [1], ASTM A570-79, [2], ASTM A575-81, [3], or ASTM A635-81, [4].
2. Malleable type washers shall be made from malleable iron specified in ASTM A19779, [5].
3. Ductile type washers shall be made from a grade specified in ASTM A536-80, [6].

DIMENSIONS:

Dimensions of washers specified by NEA shall conform to NEMA Pub. No. PH10-1977, [7]. Typical washers used by NEA are shown in Figure 1 with dimensions before galvanizing defined as follows:

1. Round ferrous washer:
A = Diameter of central hole
B = Outside diameter of washer
T = Thickness of washer
2. Flat square ferrous washer:
A = Diameter of central hole
B = Length of side
T = Thickness of washer
3. Curved square ferrous washer:
A = Diameter of central hole
B = Length of side
T = Thickness of washer
R = Radius of curvature

NEA washers shall be defined by the above dimensions and the bolt size.

FINISH:

Washers shall be hot-dip galvanized after fabrication in accordance with ANSI/ASTM A153-82, [8]. All surfaces and edges shall be smooth and free from blemishes and irregularities not consistent with good commercial practice.

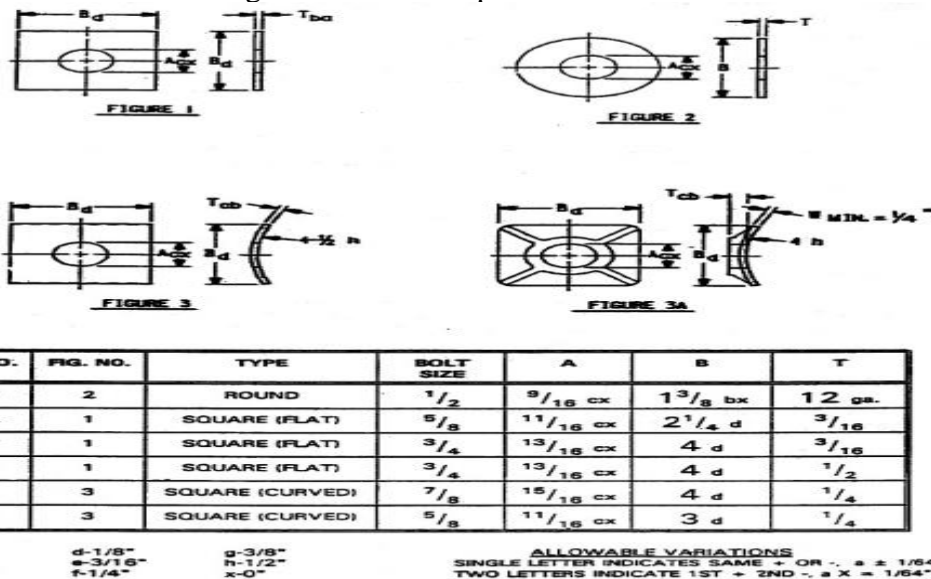


FIGURE 1

TIE WIRE

This specification establishes the physical requirements of bare solid annealed aluminum wire used as the wires to secure conductors and hardware on Coop electric distribution lines.

MATERIAL:

The aluminum shall be fabricated from an alloy rod which complies chemically, physically and electrically with the requirements of ASTM Specification B233 [1].

STRENGTH:

Tensile requirements of the aluminum shall be in accordance with Section 6 and Table I of ASTM B609 [2].

RESISTIVITY:

The electrical resistivity shall be determined by methods and procedures specified in ASTM B193 [3] and ASTM B609 [2].

DENSITY:

In order to calculate weights and cross section, the density of the aluminum alloy shall be 2.705 gm/cm³ (0.0975 lb/in.³) at 20°C (68°F). "

WIRE DATA:

Wire diameter and allowable tolerances shall comply with ASTM B609 [2]. Wire sizes are summarized below:

Wire Size (AWG)	Strand Diameter (inch)	Number of Strands	Breaking Strength (lbs)	Weight Lbs/1000ft	Resistance at 25°C ohms/1000ft
4	0.2043	1	369	38.4	0.4073

TAPE ARMOR

Armor tape shall consist of a flat aluminum alloy ribbon approximately 0.5 inches wide by 0.03 inches thick. Armor tape will be used to wrap aluminum and ACSR conductors to provide mechanical protection to the conductor from various attachments and connectors.

MATERIAL:

Armor tape shall be an aluminum alloy suitable for the use as described in 2. above.

FINISH:

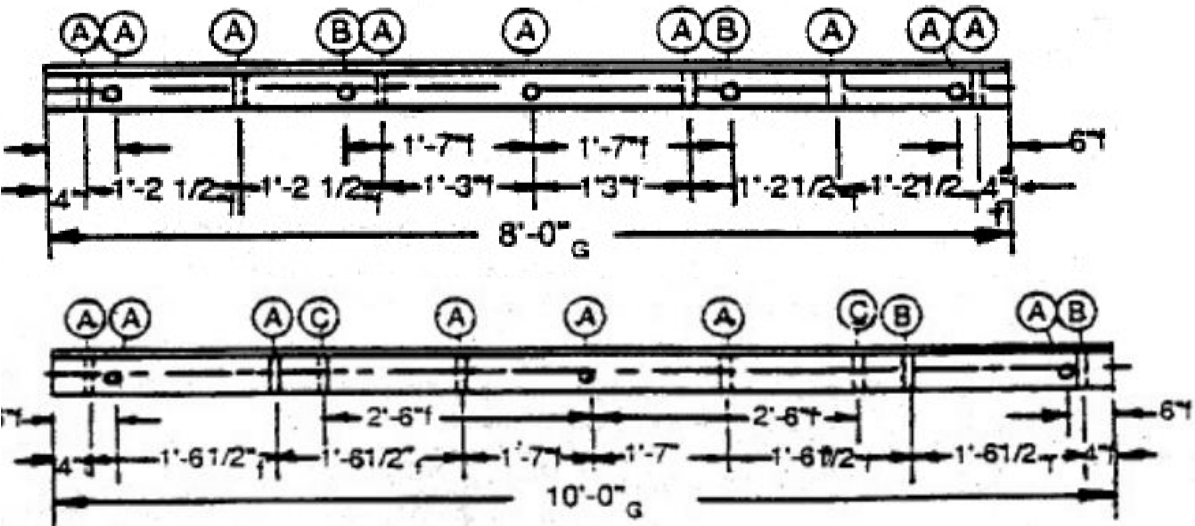
Armor tape shall be free of rough or uneven surfaces and edges so as to ensure safety in handling and installation.

CROSS-ARM, STEEL

MATERIAL: Cross-arms shall be fabricated from structural quality hot rolled steel which conforms to ASTM A570-79, 'Standard Specification for Hot Rolled Carbon Steel Sheet and Strip, Structural Quality.

FINISHING: The CROSS-ARM shall be cleaned of scale, rust, oil, paint and other surface contaminants and then rinsed in an alkaline cleaning bath. The steel shall then be bathed in a diluted acid (sulfuric or hydrochloric) bath for at least five minutes. Just prior to galvanizing, the acid cleaned steel shall be immersed in a flux solution of 30% zinc ammonium chloride with wetting agents and maintained at 65 deg. C until galvanizing is completed. Steel poles shall be hot dip galvanized in accordance with ANSVASTM A153-82, Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware. This standard requires a minimum zinc coating of 610 grams / sq. m. The coating shall be continuous, smooth, reasonably uniform in thickness and free of blemishes and other imperfections which are inconsistent with commercial practice. Galvanized articles shall be free from coated areas, blisters, flux deposits, acid and black spots, and dross inclusions. Lumps, projections, globules, or heavy deposits of zinc which will interfere with the intended use of the material will not be permitted. All holes shall be clean and reasonably free from excess zinc.

Cross-arm drilling guide



TERMS AND SPECIFICATIONS
LOT # 1: SUPPLY AND DELIVERY OF CONSTRUCTION LINE HARDWARES

Line Hardware Description	Quantity	Unit
Bolt, Carriage 3/8" x 4-1/2"	30	pieces
Bolt, Double Arming, 5/8" x 18"	9	pieces
Bolt, Double Upset, 5/8" x 10"	16	pieces
Bolt, Oval Eye, 5/8" x 18"	4	pieces
Bolt, Machine, 1/2" x 6"	42	pieces
Bolt, Machine, 1/2" x 8"	15	pieces
Bolt, Machine, 5/8" x 8"	30	pieces
Bolt, Machine, 5/8" x 10"	15	pieces
Bolt, Machine, 5/8" x 12"	17	pieces
Bolt, Single Upset, 5/8" x 8"	15	pieces
Brace, Crossarm, 60" - 18" Drop	19	pieces
Clamp, Deadend Strain, #336.40 ACSR	18	pieces
Clamp, Pole Mounting Adapter (8-9) Type CA	10	pieces
Clamp, Pole Mounting Adapter (9-10) Type CA	11	pieces
Clevis, Secondary Swinging without Spool	4	pieces
Shackle, Anchor, Forged Steel, Galvanized	4	pieces
Conductor, Insulated, ACSR #2, AWG 6/1	30	meters
Connector, Compression, YHO 150	50	pieces
Connector, Ampact, Wedge Type, #336.40-336.4 MCM	6	pieces
Connector, Ampact, Wedge Type, #336.40 MCM-#2/0 ACSR	3	pieces
Connector, Overhead Splice Automatic, #336 ACSR	9	pieces
Connector, Ground Rod (Clamp) for 5/8" Steel Rod	1	pieces
Connector, Stir-up, (Hotline) for #336.4 ACSR	20	pieces
Insulator, Pin Type, Porcelain, ANSI, Class 56 - 1, Double Skirt, 23kV	310	pieces
Insulator, Spool, 1-3/4", ANSI, Class 53 - 2	31	pieces
Insulator, Spool, 3", ANSI, Class 53 - 4	4.0	pieces
Pin, Crossarm, Steel, 1-3/8" x 14", 23kV	260	pieces
Insulator, Suspension, 6 Shed, Polymer, 25kV	18	pieces
Nut, Eye, 5/8", Conventional	23	pieces
Nut, Lock, Mf Type, 1/2"	57	pieces
Nut, Lock, Mf Type, 5/8"	83	pieces
Pin, Pole Top, 1-3/8" X 25" Long, 23kV	50	pieces
Rod, Ground Steel, Galvanized, 5/8" x 10'	1	piece
Washer, Square, Flat, 2-1/4" x 2-1/4" x 3/16", 13/16" Diameter Hole	127	pieces
Washer, Round, 1-3/8" Diameter with 9/16" Diameter Hole	23	pieces
Wire, Tie, Aluminum Alloy, Soft, #4 AWG	120	pieces
Wire, Tie, Insulated, Soft, #4 AWG	825	pieces
Wire, Tape, Armor, Aluminum Alloy, 0.5" x 0.3"	72	pieces
Crossarm, Steel, 3" x 4" x 8', 3.0 mm	15	pieces
Crossarm, Steel, 3" x 4" x 10', 3.0 mm	4	pieces

Conforms to the following specifications

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company / Bidder

Signature Over Printed Name of
Authorized Representative

Date

Section VIII. Bidding Forms

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Bid Form

Date: _____

Public Bidding No.: 2023-002

The BAC Chairman
BANELCO
Bantigue, Bantayan, Cebu

Gentlemen and Ladies:

Having examined the Bidding Documents including Bid Bulletin Number [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Deliver at BANELCO Warehouse of Line Hardware's Supply of Materials for Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 2 (BCP-2021-2025-19) in conformity with the said Bidding Documents for the sums stated hereunder:

No.	DESCRIPTION	Qty	UNIT	AMOUNT
1	Bolt, Carriage 3/8" x 4-1/2"	30	pieces	
2	Bolt, Double Arming, 5/8" x 18"	9	pieces	
3	Bolt, Double Upset, 5/8" x 10"	16	pieces	
4	Bolt, Oval Eye, 5/8" x 18"	4	pieces	
5	Bolt, Machine, 1/2" x 6"	42	pieces	
6	Bolt, Machine, 1/2" x 8"	15	piece	
7	Bolt, Machine, 5/8" x 8"	30	pieces	
8	Bolt, Machine, 5/8" x 10"	15	pieces	
9	Bolt, Machine, 5/8" x 12"	17	pieces	
10	Bolt, Single Upset, 5/8" x 8"	15	pieces	
11	Brace, Crossarm, 60" - 18" Drop	19	pieces	
12	Clamp, Deadend Strain, #336.40 ACSR	18	pieces	
13	Clamp, Pole Mounting Adapter (8-9) Type CA	10	pieces	
14	Clamp, Pole Mounting Adapter (9-10) Type CA	11	pieces	
15	Clevis, Secondary Swinging without Spool	4	sets	
16	Shackle, Anchor, Forged Steel, Galvanized	4	pieces	
17	Conductor, Insulated, ACSR #2, AWG 6/1	30	pieces	
18	Connector, Compression, YHO 150	50	pieces	
19	Connector, Ampact, Wedge Type, #336.40-336.4 MCM	6	pieces	
20	Connector, Ampact, Wedge Type, #336.40 MCM-#2/0 ACSR	3	sets	
21	Connector, Overhead Splice Automatic, #336 ACSR	9	pieces	
22	Connector, Ground Rod (Clamp) for 5/8" Steel Rod	1	pieces	
23	Connector, Stir-up, (Hotline) for #336.4 ACSR	20	meters	

24	Insulator, Pin Type, Porcelain, ANSI, Class 56 - 1, Double Skirt, 23kV	310	meters	
25	Insulator, Spool, 1-3/4", ANSI, Class 53 - 2	31	meters	
26	Insulator, Spool, 3", ANSI, Class 53 - 4	4.0	meters	
27	Pin, Crossarm, Steel, 1-3/8" x 14", 23kV	260	piece	
28	Insulator, Suspension, 6 Shed, Polymer, 25kV	18	piece	
29	Nut, Eye, 5/8", Conventional	23	pieces	
30	Nut, Lock, Mf Type, 1/2"	57	piece	
31	Nut, Lock, Mf Type, 5/8"	83	pieces	
32	Pin, Pole Top, 1-3/8" X 25" Long, 23kV	50	pieces	
33	Rod, Ground Steel, Galvanized, 5/8" x 10'	1	sets	
34	Washer, Square, Flat, 2-1/4" x 2-1/4" x 3/16", 13/16" Diameter Hole	127	pieces	
35	Washer, Round, 1-3/8" Diameter with 9/16" Diameter Hole	23	pieces	
36	Wire, Tie, Aluminum Alloy, Soft, #4 AWG	120	pieces	
37	Wire, Tie, Insulated, Soft, #4 AWG	825	pieces	
38	Wire, Tape, Armor, Aluminum Alloy, 0.5" x 0.3"	72	pieces	
39	Crossarm, Steel, 3" x 4" x 8', 3.0 mm	15	pieces	
40	Crossarm, Steel, 3" x 4" x 10', 3.0 mm	4	pieces	

UNIT IN WORDS: _____

TOTAL BID PRICE IN WORDS: _____

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.3 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the other:*

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

