

# **BIDDING DOCUMENTS**

### (EPA 2021) SUPPLY AND DELIVERY OF VETERINARY SUPPLIES

### (Identification No. PB-2020-23)

**Approved Budget for the Contract: P 6,237,976.10** 

November 2020

### Preface

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

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

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

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

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

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

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### Glossary of Acronyms, Terms, and Abbreviations

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

BAC – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP –** Carriage and Insurance Paid.

**CPI –** Consumer Price Index.

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

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

EXW – Ex works.

FCA – "Free Carrier" shipping point.

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

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

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

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

- **GOP** Government of the Philippines.
- **GPPB** Government Procurement Policy Board.

**INCOTERMS –** International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related

construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs –** Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA –** National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA –** Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC –** Single Largest Completed Contract.

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

**UN –** United Nations.

## Section I. Invitation to Bid

#### Notes on the Invitation to Bid

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

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

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

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



#### INVITATION TO BID ITB/Identification No. PB-2020-23

#### (EPA 2021) SUPPLY AND DELIVERY OF VETERINARY SUPPLIES

- 1. The **PHILIPPINE CARABAO CENTER**, through the **GAA Fund 2021** intends to apply the sum of **Six Million Two Hundred Thirty- Seven Thousand Nine Hundred Seventy Six Pesos & 10/100 (P 6,237,976.10)** being the ABC to payments under the contract for **(EPA 2021) SUPPLY AND DELIVERY OF VETERINARY SUPPLIES under ITB/Identification No. PB-2020-23**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **PHILIPPINE CARABAO CENTER** now invites bids for the above Procurement Project. Delivery of the Goods is required within **Ninety (90) calendar days** as specified in the Schedule of Requirements. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from **PHILIPPINE CARABAO CENTER** and inspect the Bidding Documents at the address given below during Monday to Friday (8am-5pm) except weekends and holidays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on November 4-26, 2020 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Seven Thousand Pesos (P 7,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means not later than the submission of their bids.

We encourage bidders to download the bidding documents through PhilGEPS or the PCC Website and pay through bank. Please coordinate with the BAC Secretariat Office through the email address and contact number given below for the bank detail procedures. 6. The **PHILIPPINE CARABAO CENTER** will hold a Pre-Bid Conference on **November 13, 2020 (10am)** at **EUSEBIO HALL, PHILIPPINE CARABAO CENTER**, National Headquarter and Gene Pool, Science City of Muńoz, Nueva Ecija through web conference platform via Zoom.

A Personal Meeting ID will be sent through email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to brgpcc@gmail.com

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 26, 2020 (9am)**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **November 26, 2020 (10am)** at the given address below through web conference platform via Zoom (face to face for the BAC).

A Personal Meeting ID will be sent to participants through email who submitted bid proposals.

- 10. The PHILIPPINE CARABAO CENTER Bids and Awards Committee (BAC) will use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "draw lots", in the event that two or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final LCRB (In alphabetical order, the bidders shall pick one rolled paper. The lucky bidder who would pick the paper with "Congratulations" remark shall be declared as the final bidder having LCRB and recommended for award of the contract.)
- 11. The **PHILIPPINE CARABAO CENTER** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

Activity	Date	Remarks
Availability of Bidding documents	Nov. 4-26, 2020	Downloadable through PhilGEPS, PCC Website and can be requested through email (brgpcc@gmail.com)
		Available and ready for pick-up at the PCC main gate through the security guard assigned for the day after the payment/deposit has been validated by the PCC Cashier.
Payment of Bidding Documents	Nov. 4-26, 2020	Prospective Bidders may pay the bidding documents through bank deposit to:
		Bank Name/Branch: Land Bank of the Philippines-CLSU Bank Account No. 2962-1020-37 Account Name: PHILIPPINE CARABAO CENTER

12. Please refer to the following schedule of activities:

		Prospective Bidders must email the scanned copy of deposit slip to BAC Secretariat Office with the following details:
		<ul><li>Project Title</li><li>Company Name with Contact Information</li></ul>
		BAC Secretariat Office: brgpcc@gmail.com
		PCC Cashier's Office will issue Official Receipt after the validation/confirmation of the bank deposit.
Pre-bid Conference (Online)	November 13, 2020 (10am)	A Personal Meeting ID will be sent through email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to brgpcc@gmail.com
Deadline for the submission of bids	November 26, 2020	Late bids shall not be accepted.
submission of blus	(9am)	Through personal delivery or through courier at the PCC BAC Secretariat Office/PCC main gate.
		Bidders must ensure that the Bid Proposals are properly delivered and received by the BAC Secretariat Office on or before the deadline of submission.
Bid Opening (Online)	November 26, 2020 (10am)	A Personal Meeting ID will be sent to participants through email who submitted bid proposals on time.

13. For further information, please refer to:

#### MS. NOEMI V. BALAIS

Head, BAC Secretariat Office PHILIPPINE CARABAO CENTER National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija Tel. and Fax No. (044) 456-0730 Email:noemi.balais@yahoo.com Website: www.pcc.gov.ph

#### (SGD) ERIC P. PALACPAC

Chairperson, Bids and Awards Committee November 4, 2020

### Section II. Instructions to Bidders

#### Notes on the Instructions to Bidders

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

#### 1. Scope of Bid

The Procuring Entity, **PHILIPPINE CARABAO CENTER** wishes to receive Bids for the **(EPA 2021) SUPPLY AND DELIVERY OF VETERINARY SUPPLIES** with ITB/Identification Number **PB-2020-23**.

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

The Procurement Project (referred to herein as "Project") is composed of 100 ITEMS, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of **Six Million Two Hundred Thirty- Seven Thousand Nine Hundred Seventy Six Pesos & 10/100 (P 6,237,976.10).**
- 2.2 The source of funding is: **GAA 2021 Fund**

#### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the

2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC amounting to One Million Five Hundred Fifty-Nine Thousand Four Hundred Ninety-Four Pesos & 02/100 (P 1,559,494.02).

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

#### 7. Subcontracts

#### 7.1. Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Eusebio Hall**, **PHILIPPINE CARABAO CENTER**, **National Headquarters and Gene Pool**, **Science City of Muńoz**, **Nueva Ecija** through web conference platform via Zoom as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

# 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

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

#### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **One Hundred Twenty (120)** calendar days from the date of Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

#### **18. Domestic Preference**

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

#### **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 19.4. The Project shall be awarded per item.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.2. 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.

#### 21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## Section III. Bid Data Sheet

#### Notes on the Bid Data Sheet

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

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

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

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

## **Bid Data Sheet**

ITB	
Clause	
5.3	The Bidder must have a single contract similar to the project.
	<ul> <li>a) Similar Contract: Project/s related to supply and delivery of supply and delivery of veterinary drugs, biologicals, veterinary supplies, AI supplies and other related paraphernalias.</li> <li>b) Completed within the last Five (5) years prior to the deadline</li> </ul>
	for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted delivered duty paid (DDP) to the PHILIPPINE CARABAO CENTER, National Headquarter and Gene Pool, Science City of Muńoz, Nueva Ecija.
14.1	The bid security shall be in any of the following forms and amounts:
	a. Bid Securing Declaration with ITB/Identification No. (see attached form) or
	<ul> <li>b. The amount of not less than P 124,759.52 equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> </ul>
	<ul> <li>c. The amount of not less than P 311,898.80 equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ul>
19.3	The project will be awarded by <b>ITEM</b> .
	(EPA 2021) SUPPLY AND DELIVERY OF VETERINARY SUPPLIES
	Approved Budget for the Contract: P 6,237,976.10
20.2	Post-Qualification documents
	1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
	2. Other appropriate licenses and permits as required by law
	The bidder with the Lowest Calculated Bid (LCB) must submit the document/s to the BAC Secretariat Office within five (5) calendar days from the bid opening
21.1	No other contract documents required.

### Section IV. General Conditions of Contract

#### Notes on the General Conditions of Contract

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

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

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

#### **1.** Scope of Contract

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

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

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

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

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

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier

in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

## Section V. Special Conditions of Contract

#### Notes on the Special Conditions of Contract

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

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

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

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

### **Special Conditions of Contract**

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GCC Clause	
1	Delivery and Documents -
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered <b>PHILIPPINE CARABAO CENTER (OED)</b> In accordance with INCOTERMS."
	<i>[For Goods supplied from within the Philippines, state:</i> ] "The delivery terms applicable to this Contract are delivered <b>PHILIPPINE CARABAO CENTER (OED)</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project site is <b>MS. MARY LEI B. BAUTISTA</b>
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i>
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>

<ul> <li>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.</li> <li>f. [Specify additional incidental service requirements, as needed.]</li> <li>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.</li> </ul>
Spare Parts –
The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
Select appropriate requirements and delete the rest.
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].
Spare parts or components shall be supplied as promptly as possible, but in any case, within [ <i>insert appropriate time period</i> ] months of placing the order.

Packaging –
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
The outer packaging must be clearly marked on at least four (4) sides as
follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Good to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippine 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
contract price.
Where the Supplier is required under Contract to deliver the Goods CIF, C or DDP, Goods are to be transported on carriers of Philippine registry. It 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 of this effect from the nearest Philippine consulate to the port of dispatc In the event that carriers of Philippine registry are available but the 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 shipment the period of delay will be considered force majeure.
The Procuring Entity accepts no liability for the damage of Goods durin transit other than those prescribed by INCOTERMS for DDP deliveries. the case of Goods supplied from within the Philippines or supplied be domestic Suppliers risk and title will not be deemed to have passed the Procuring Entity until their receipt and final acceptance at the fin destination.
Intellectual Property Rights –
The Supplier shall indemnify the Procuring Entity against all third-par claims of infringement of patent, trademark, or industrial design righ arising from use of the Goods or any part thereof.
2.2 The terms of payment shall be as follows:
Upon completion of delivery/final acceptance of the supplies.
4 Inspection and test if applicable.

# Section VI. Schedule of Requirements

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

Item No.	Description	Qty	Unit	ABC per unit	Delivere d, Weeks/ Months	End-user
1	Adult Infusion Set (IV Line Adult), sterile, non- toxic, non-pyrogenic *Must have passed trial test by end user	260	piece	30.00	90 days upon receipt of Notice to Proceed	NIZ-100 GP-50 BES-10 RRC-100
2	AI Gloves Specification: Shoulder Length at least 90cm (length), Polyethylene gloves, 25 microns (thickness),100 pcs/box	815	box	615.00	90 days upon receipt of Notice to Proceed	AI-800 GP-12 LBRAF-2 BES- 1
3	AI Gun, Alpha, Manufactured in France or Japan	50	piece	2,134.00	90 days upon receipt of Notice to Proceed	AI
4	AI Gun, Universal, Manufactured in France or Japan	200	piece	2,134.00	90 days upon receipt of Notice to Proceed	AI
5	AI Straw Sheaths, Should fit AI Gun on stock, Manufactured in France or Japan	50000	piece	3.12	90 days upon receipt of Notice to Proceed	AI
6	Animal Marking Spray / Flourescent Livestock Marking Paint (Yellow/ neon green/ pink), 500 ml container	35	can	520.00	90 days upon receipt of Notice to Proceed	NIZ-10,GP-15, LBRAF-10
7	Animal rope, #18, 200 meters per roll	4	roll	3,780.00	90 days upon receipt of Notice to Proceed	ABGS-1 BES-2 RRC-1
8	AV Liner, 12 inches (smooth, black liner, Manufactured in France) *must have passed trial test by the end user	200	piece	820.00	90 days upon receipt of Notice to Proceed	AI

9	Blood collection tubes	13	box	1,256.15	90 days	BES-1
	(green top), plastic, with heparin,10ml (box of				upon receipt	RPS-2 ABG-10
	100)				of Notice	
	*Minimum Shelf Life: 18				to	
10	months Blood collection tubes	29	box	1,002.76	Proceed 90 days	BES-10
10	(red top), plastic, plain,	2,	DOX	1,002.70	upon	NIZ-5
	no additives, 10 ml (box				receipt	GP-10
	of 100)				of Notice	LBRAF-4
	*Minimum Shelf Life: 18 months from date of				to Proceed	
	delivery				Tibeecu	
11	Blood collection tubes	79	box	970.29	90 days	BES-20
	(violet top), Plastic , w/				upon	NIZ-5
	EDTA, 5ml or 4ml (box of 100)				receipt of Notice	ABGS-40 GP-10
	Minimum Shelf Life: 18				to	LBRAF-4
	months from date of				Proceed	
	delivery					
12	Blood collection tubes	5	box	1,500.00	90 days	BES
	(yellow top), plastic, box of 100, tube with silica				upon receipt	
	clot activator, polymer				of Notice	
	gel, silicone-coated				to	
	interior, Tube size: 13 x				Proceed	
	100, Draw Volume: 4.0 mL, Color/ Closure: Gold					
	or yellow / Hemogard					
	closure, Label: Paper					
10	label		,		0.0.1	4.7
13	Bubbler Dish and Comb, 25 pcs per pack	20	pack	4,000.00	90 days	AI
	(Manufactured in				upon receipt	
	France)				of Notice	
					to	
14		200		(74.40	Proceed	ADCC
14	Bull ring, brass, with Allen wrench & extra	200	piece	674.40	90 days upon	ABGS
	screw, size: 3.5 x 3/8				receipt	
	inches				of Notice	
					to Dragood	
15	Burdizzo Castrator,	1	nc	5,000.00	Proceed 90 days	RRC
10	stainless steel, large, for		pc	3,000.00	upon	NNU NNU
	bulls				receipt	
					of Notice	
					to Proceed	
16	Burdizzo Castrator,	1	рс	5,000.00	90 days	RRC
-	stainless steel, small, for	_	P	-,	upon	_
	sheep and goat				receipt	
					of Notice	
					to Proceed	

17	Calf drencher (stomach	8	piece	2,398.00	90 days	NIZ-5
	tube), Other name: Calf	-	r	,	upon	GP-3
	Oral Fluid Feeder				receipt of Notice	
	Esophageal Probe Flat Bag				to	
					Proceed	
18	California Mastitis Test	22	bottl	1,594.00	90 days	BES-20
	Reagent, 1 pint (concentrated)		e		upon receipt	GP-2
	(Original Schalm CMT				of Notice	
	Reagent)				to	
	(1 pint concentrate = 1				Proceed	
	gallon of diluted reagent)					
	1 gallon diluted reagent					
	= approximately 350					
	testS * Minimum shelf life: 18					
	mos from delivery date					
	* Must have passed trial					
19	test by end user Cow Nose Puncher, This	7	niago	7,884.00	00 dava	NIZ-5 LBRAF-
19	tool will make a hole in	/	piece	7,884.00	90 days upon	NIZ-5 LBRAF- 2
	cows nose for insertion				receipt	
	of bull ring or rope, easy				of Notice	
	to use, made of stainless steel, pliers are 26cm				to Proceed	
	long				Trocccu	
20	Cuvette, Disposable, 4.5	6	box	9,000.00	90 days	AI
	capacity 100pcs/box specifically for IMV				upon receipt	
	spectrophotometer				of Notice	
					to	
21	Drencher Nozzle with	5	niaga	500.00	Proceed 90 days	BES
21	round extremities. Luer	5	piece	500.00	upon	DES
	lock and can connect to				receipt	
	any luer lock syringe				of Notice	
					to Proceed	
22	Drenching Gun 30ml	8	piece	5,000.00	90 days	NIZ-5
	Non-automatic				upon	BES-3
					receipt of Notice	
					to	
					Proceed	
23	Drenching Gun 60ml Non-automatic	11	piece	5,000.00	90 days	NIZ-6
	Non-automatic				upon receipt	GP-2 BES-3
					of Notice	
					to	
					Proceed	

24		5000		75 70	00 1	ADCC
24	Eartags (Extra Large) with corresponding Male Button - Blank Dimension : 3" W x 4 5/8" H Material : High Grade Polyurethane With Infecta-Guard TM Coating/Treated Studs Packaging : 25 pairs/bag Color: (YELLOW) Note: Fits for ProGrip II Universal Tag Applicator	5000	piece	75.72	90 days upon receipt of Notice to Proceed	ABGS
25	Eartags (Large) with Corresponding Male Button - Blank Dimension : 2 1/2" W x 2 3/4" H Material : High Grade Polyurethane With Infecta-Guard TM Coating/Treated Studs Packaging : 25 pairs/bag Color: (Orange and Yellow) Note: Fits for ProGrip II Universal Tag Applicator	5050	piece	55.71	90 days upon receipt of Notice to Proceed	ABGS-5000 RRC-50
26	Electric Dehorner	1	piece	2,000.00	90 days upon receipt of Notice to Proceed	RCC
27	Filling nozzle, 15 medium pins, specific for IMV Filling and Sealing Equipment	1	pack	6,500.00	90 days upon receipt of Notice to Proceed	AI
28	Forcep, Allis tissue, stainless steel	21	piece	110.00	90 days upon receipt of Notice to Proceed	NIZ-5,GP-8, ABGS-5,RRC- 3
29	Forcep, Halstead mosquito, straight, stainless steel, 12.5cm	20	piece	280.00	90 days upon receipt of Notice to Proceed	NIZ-5,RRC-15
30	Forcep, Hartmann mosquito, curved, stainless, 9cm	20	piece	130.00	90 days upon receipt of Notice to Proceed	NIZ-5, ABGS- 5, RCC-10

31	Forcep, Hartmann mosquito, straight,	10	piece	130.00	90 days upon	NIZ-5,ABGS-5
	stainless, 9cm				receipt of Notice to	
					Proceed	
32	FORCEP, scissor-handle,	10	piece	1,000.00	90 days	AI
	with serrated tips, 10				upon	
	1/4in with lock				receipt of Notice	
					to	
					Proceed	
33	Forceps 9.5", stainless	100	piece	800.00	90 days	AI
	steel				upon	
					receipt	
					of Notice	
					to Proceed	
34	Forceps, stainless steel,	15	piece	180.00	90 days	NIZ-5,ABGS-
	6"		r		upon	5,RRC-5
					receipt	
					of Notice	
					to Proceed	
35	Forceps, stainless steel,	12	piece	650.00	90 days	ABGS-10,
55	9.5"	12	piece	030.00	upon	RRC-2
					receipt	
					of Notice	
					to Dragood	
36	Goblet, diameter 35-	200	piece	79.00	Proceed 90 days	AI
50	40mm, color: natural	200	piece	79.00	upon	711
	,				receipt	
					of Notice	
					to	
37	Goblet, diameter 65mm,	400	piece	80.00	Proceed 90 days	AI
57	white 25/bag, 7 bags	400	piece	00.00	upon	Л
	/box				receipt	
					of Notice	
					to	
38	Inoculating loop for	50	niaco	60.00	Proceed 90 days	CRYO
30	microbiological testing	50	piece	00.00	90 days upon	UKIU
	use,local				receipt	
					of Notice	
					to	
20		20	+ +	(0.00	Proceed	CDVO
39	Inoculating needle, local	20	piece	60.00	90 days upon	CRYO
					receipt	
					of Notice	
					to	
40	Incouletturelesse	2		100.00	Proceed	DENC
	Inoculating loop	2	piece	100.00	90 days upon	PSNS
					receipt	
					of Notice	
					to	

					Proceed	
41	Insect pins, stainless steel, size 3, 100pcs/pack (diameter:0.05mm/0.02 0", 37mm long, heads are nylon	1	pack	1,200.00	90 days upon receipt of Notice to Proceed	BES
42	Insect pins, stainless steel, size 4, 100pcs/pack (diameter:0.05mm/0.02 0", 37mm long, heads are nylon	1	pack	1,200.00	90 days upon receipt of Notice to Proceed	BES
43	Intravenous cannula with wings and injection port (18G, 100's)	1	box	1,300.00	90 days upon receipt of Notice to Proceed	RRC
44	Intravenous cannula with wings and injection port (20G, 100's)	1	box	1,300.00	90 days upon receipt of Notice to Proceed	RRC
45	IV cannulla with teflon catheter with wings and injection port G18 100pcs/box (abbocath)	1	box	2,500.00	90 days upon receipt of Notice to Proceed	BES
46	IV cannulla with teflon catheter with wings and injection port G20 100pcs/box (abbocath)	1	box	2,500.00	90 days upon receipt of Notice to Proceed	BES
47	Leibinger Ink, #70000- 00030 for straw printer	2	bottl e	2,499.00	90 days upon receipt of Notice to Proceed	AI
48	Leibinger Solvent, #77001-00030 for straw printer	12	box	8,399.00	90 days upon receipt of Notice to Proceed	AI
49	Milk Can, Stainless 304, seamless, mushroom lid, 40L cap	30	piece	7,700.00	90 days upon receipt of Notice to Proceed	CEDS

50	Milk Pail, Stainless 304,	24	piece	8,800.00	90 days	CEDS
	15L capacity, seamless				upon receipt of Notice	
					to Proceed	
51	Needle Buhner, 6"	3	piece	844.00	90 days upon receipt of Notice to Proceed	RCC
52	Needle Holder with scissors (heavy duty, stainless steel) Olsen Hegar	3	piece	2,095.00	90 days upon receipt of Notice to Proceed	RCC
53	Needle, disposable, 18G x 1", 100's	37	box	304.00	90 days upon receipt of Notice to Proceed	GP-5,NIZ-10, ABGS-5,BES- 15, RRC-2
54	Needle, disposable, 25G x 5/8", 100's	28	box	304.00	90 days upon receipt of Notice to Proceed	GP-8, ABGS-5, BES-15
55	Needle, disposable, G18 x 1.5 inches,100pcs/box,	26	box	284.00	90 days upon receipt of Notice to Proceed	GP-10, LBRAF- 4,ABGS- 5,BES-5,RCC- 2
56	Needle, Hypodermic ,stainless, 16x1" gauge, 12 needles per case, 12 case per box	10	box	280.00	90 days upon receipt of Notice to Proceed	BES
57	Needle, Hypodermic 16G x 1 1/2" (reusable, Preferably aluminum, sterilizable) 12pcs/pack	13	pack	280.00	90 days upon receipt of Notice to Proceed	NIZ-10, BES-3
58	Needle, Hypodermic 16G x 1" (reusable, Preferably aluminum, sterilizable), 12's /pack	15	pack	375.00	90 days upon receipt of Notice to Proceed	NIZ-10, RCC-5

59	Needle, Hypodermic 18G x 1" (reusable, Preferably aluminum, sterilizable), 12's /pack	5	pack	387.00	90 days upon receipt of Notice to	RRC
60	Needle, Hypodermic 18G x 1/2" (reusable, Preferably aluminum, sterilizable), , 12's /pack	15	pack	387.00	Proceed 90 days upon receipt of Notice to Proceed	BES-10, RRC- 5
61	Needle, Suture¾ circle / cutting edge / spring head / 70mm	5	piece	284.00	90 days upon receipt of Notice to Proceed	ABGS
62	Needle,disposable, 25x1 gauge, (box of 100)	4	box	188.00	90 days upon receipt of Notice to Proceed	LBRAF
63	Sanitary over sheath 18" long 100/box(roll of 100),Manufactured in France or Germany, Individually wrapped and gamma irradiated, protective plastic sleeves is pulled over the transfer or insemination rod immediately	50	box	611.10	90 days upon receipt of Notice to Proceed	AI
64	Scalpel Blades, No. 10, stainless steel	2	box	568.00	90 days upon receipt of Notice to Proceed	GP
65	Scalpel Blades, No. 20, stainless steel	2	box	568.00	90 days upon receipt of Notice to Proceed	RRC
66	Scalpel Handle, stainless, #3	5	piece	45.00	90 days upon receipt of Notice to Proceed	ABGS
67	Scalpel Handle, stainless, #4	2	piece	45.00	90 days upon receipt of Notice to Proceed	GP

68	Scissors, iris, stainless, 5.5"	8	piece	70.00	90 days upon receipt of Notice to Proceed	GP-2, ABGS-5, RRC-1
69	Scissors, surgical	8	piece	110.00	90 days upon receipt of Notice to Proceed	CRYO-5,RRC- 3
70	Sealing Powder , 750 grams Color: blue Manufactured in France	6	bottl e	6,000.00	90 days upon receipt of Notice to Proceed	AI
71	Sealing Powder , 750 grams Color: green Manufactured in France	28	bottl e	6,000.00	90 days upon receipt of Notice to Proceed	AI
72	Sealing Powder , 750 grams Color: red Manufactured in France	8	bottl e	6,000.00	90 days upon receipt of Notice to Proceed	AI
73	Sealing Powder , 750 grams Color: yellow Manufactured in France	16	bottl e	6,000.00	90 days upon receipt of Notice to Proceed	AI
74	Semen straw, clear 0.5ml (Manufactured in Germany)	25000 0	piece	3.30	90 days upon receipt of Notice to Proceed	AI
75	Semen Straw (Manufactured in France)	2000	piece	3.30	90 days upon receipt of Notice to Proceed	CRYO
76	Spore clear benzalkonium chloride 1.55%, didecyldimethylammoni um chloride 4.7%, polyhexamethylenebigu anide hydrochloride 4.33% Packaging: 5 liter	5	conta iner	5,000.00	90 days upon receipt of Notice to Proceed	BES

77	Standard Count, 20-	62	box	9,240.00	90 days	AI-60, RPS-2
//	micron, 4 Chamber	02	DOX	<i>),</i> 240.00	upon	AI-00, KI 3-2
	Slide, Leja Slides				receipt	
	Specifically for IVOS-				of Notice	
	IDENT Semen Analyzer,				to	
	Packaging: 25pcs/box				Proceed	
78	Sterile Lap Sponges	2	box	2,293.00	90 days	GP
	12x12x12 ply 20				upon	
	packs/box				receipt	
					of Notice	
					to	
-		454	· . ·		Proceed	
79	Straw cutter scissor type	151	piece	621.50	90 days	AI-150, ABGS
					upon	1
					receipt of Notice	
					to	
					Proceed	
80	Surgical blade, #20	7	box	450.00	90 days	GP-2, BES-5
	stainless steel	,	DOA	150.00	upon	
					receipt	
					of Notice	
					to	
					Proceed	
81	Syringe (without	1	box	300.00	90 days	MSAO
	needle), 3cc, 50's per				upon	
	box				receipt	
					of Notice	
					to	
02		22	1	200.00	Proceed	
82	Syringe, disposable, w/	22	box	398.00	90 days	NIZ-10, GP-5,
	needle, 10ml, 100s				upon receipt	ABGS-5,RPS-2
					of Notice	
					to	
					Proceed	
83	Syringe, disposable, w/	3	box	294.00	90 days	GP
	needle, 1ml, 100s	-			upon	
					receipt	
					of Notice	
					to	
					Proceed	
84	Syringe, disposable, w/	5	box	294.00	90 days	ABGS
	needle, 3 ml, 100s				upon	
					receipt	
					of Notice	
					to Procood	
85	Surringo dianogoble	22	how	345.00	Proceed	ABGS-10,
00	Syringe, disposable, w/ needle, 5 ml, 100s	22	box	345.00	90 days	ABGS-10, RPS-2,BES-10
	11000 1100S				upon receipt	NF 3-2,DE3-10
					of Notice	
					to	
					Proceed	
86	Syringe, disposable, w/	1	box	644.00	90 days	ABGS
	needle, 50ml, 100s				upon	
					receipt	
					of Notice	
			1		to	1

					Proceed	
87	Syringe, Fiberglass/Europlex 10ml (with spare rubber)	46	Piece	534.00	90 days upon receipt of Notice to Proceed	AI-10, NIZ-20, BES-10, GP-6
88	Syringe, Fiberglass/Europlex 20ml	15	Piece	545.00	90 days upon receipt of Notice to Proceed	AI-5, BES-10
89	Teat Dipper	54	piece	300.00	90 days upon receipt of Notice to Proceed	NIZ-50, GP-4
90	Thawing Jar Specification: *Glass vacuum bottle encased in rugged plastic shell *Designed with retriever basket for immersion of semen in water bath *Dial thermometer should be expressed in centigrade/celsius *Color: Blue *Capacity: approximately 450-500 ml *Must have certificate of calibration	151	Piece	4,039.20	90 days upon receipt of Notice to Proceed	AI-150, RPS-1
91	Tissue thumb forcep, 12.5cm, 1x2 teeth, straight	14	piece	180.00	90 days upon receipt of Notice to Proceed	GP-4, ABGS-5, RRC-5
92	Tissue thumb forcep, 12.5cm, serrated, straight	10	piece	180.00	90 days upon receipt of Notice to Proceed	ABGS-5,RRC- 5
93	Uterex	150	coble t	30.96	90 days upon receipt of Notice to Proceed	GP

						-
94	Vacutainer Needle Holder, quick release	5	piece	240.00	90 days upon receipt of Notice to Proceed	RPS
95	Vacutainer needle holder, yellow, box of 250's	1	box	750.00	90 days upon receipt of Notice to Proceed	ABGS
96	Venoject/vacutainer needle, 18G x 1.5", 100/box	12	box	1,450.00	90 days upon receipt of Notice to Proceed	GP
97	Venoject/vacutainer needle, 21G x 1.5", 100/box	2	box	900.00	90 days upon receipt of Notice to Proceed	RPS
98	Vernier Caliper, manual	6	piece	920.00	90 days upon receipt of Notice to Proceed	GP-3, BES-3
99	Veterinary postmortem kit Contents: Skinning or fillet knife, 6-8 inches, stainless steel Boning knife, 6-8 inches, non-flexible blade, stainless steel Butcher knife or jungle bolo, at least 8-10 inches Honing steel, at least 10- 12 inches, stainless steel Long handle pruning shears, length - at least 20 inches length, steel cutter head Rat-tooth thumb forceps, stainless steel Dissecting scissors sharp/blunt, stainless	1	set	P 14,900.00	90 days upon receipt of Notice to Proceed	RRC

100	2 gagatta Umbilizal tanc	1	lot	P 135,000.00	00 davia	BES
100	3 casette Umbilical tape, 20 meters (Jorgensen ®) *Minimum Shelf Life: 24	1	IUL	1 155,000.00	90 days upon receipt of Notice	DES
	months from date of delivery *Must have passed trial test by end user				to Proceed	
	3 casette Perivaginal Suture Tape, 4.5meters (Hauptner ®) *Minimum Shelf Life: 24 months from date of delivery					
	10 pieces Calf drencher (stomach tube), Other name: Calf Oral Fluid Feeder Esophageal Probe Flat Bag					
	1 set Calf puller (polished, rustproof, made from stainless steel)					
	1 piece Calf snare 26' long cable type calf snare					
	3 pieces Large animal digital rectal thermometer 5" long probe, 9" total length, rounded tip (5mm diameter), Celsius/ Fahrenheit Mode					
	8 box PortaCheck BHBCheck Plus blood ketone test 25 test strips/ box Minimum shelf life: at least 15 months from the date of delivery					

# Section VII. Technical Specifications

### Notes for Preparing the Technical Specifications

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

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

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

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

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

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

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

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

# **Technical Specifications**

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

Item No.	Quantity	Unit	Description	Statement of Compliance (Comply or Not Comply)
1	260	piece	Adult Infusion Set (IV Line Adult), sterile, non-toxic, non- pyrogenic *Must have passed trial test by end user	
2	815	box	AI Gloves Specification: Shoulder Length at least 90cm (length), Polyethylene gloves, 25 microns (thickness),100 pcs/box	
3	50	piece	AI Gun, Alpha, Manufactured in France or Japan	
4	200	piece	AI Gun, Universal, Manufactured in France or Japan	
5	50000	piece	AI Straw Sheaths, Should fit AI Gun on stock, Manufactured in France or Japan	
6	35	can	Animal Marking Spray / Flourescent Livestock Marking Paint (Yellow/ neon green/ pink), 500 ml container	
7	4	roll	Animal rope, #18, 200 meters per roll	
8	200	piece	AV Liner, 12 inches (smooth, black liner, Manufactured in France) *must have passed trial test by the end user	
9	13	box	Blood collection tubes (green top), plastic, with heparin,10ml (box of 100) *Minimum Shelf Life: 18 months	
10	29	box	Blood collection tubes (red top), plastic, plain, no additives, 10 ml (box of 100) *Minimum Shelf Life: 18 months from date of delivery	
11	79	box	Blood collection tubes (violet top), Plastic , w/ EDTA, 5ml or 4ml (box of 100) Minimum Shelf Life: 18 months from date of delivery	
12	5	box	Blood collection tubes (yellow top), plastic, box of 100, tube with silica clot activator, polymer gel, silicone-coated interior, Tube size: 13 x 100, Draw Volume: 4.0 mL, Color/ Closure: Gold or yellow / Hemogard closure, Label: Paper label	
13	20	pack	Bubbler Dish and Comb, 25 pcs per pack (Manufactured in France)	
14	200	piece	Bull ring, brass, with Allen wrench & extra screw, size: 3.5 x 3/8 inches	
15	1	рс	Burdizzo Castrator, stainless steel, large, for bulls	
16	1	рс	Burdizzo Castrator, stainless steel, small, for sheep and goat	
17	8	piece	Calf drencher (stomach tube), Other name: Calf Oral Fluid Feeder Esophageal Probe Flat Bag	

18	22	bottle	California Mastitis Test Reagent, 1 pint (concentrated) (Original Schalm CMT Reagent) (1 pint concentrate = 1 gallon of diluted reagent) 1 gallon diluted reagent = approximately 350 testS * Minimum shelf life: 18 mos from delivery date * Must have passed trial test by end user	
19	7	piece	Cow Nose Puncher, This tool will make a hole in cows nose for insertion of bull ring or rope, easy to use, made of stainless steel, pliers are 26cm long	
20	6	box	Cuvette, Disposable, 4.5 capacity 100pcs/box specifically for IMV spectrophotometer	
21	5	piece	Drencher Nozzle with round extremities. Luer lock and can connect to any luer lock syringe	
22	8	piece	Drenching Gun 30ml Non-automatic	
23	11	piece	Drenching Gun 60ml Non-automatic	
24	5000	piece	Eartags (Extra Large) with corresponding Male Button - Blank Dimension : 3" W x 4 5/8" H Material : High Grade Polyurethane With Infecta-Guard TM Coating/Treated Studs Packaging : 25 pairs/bag Color: (YELLOW) Note: Fits for ProGrip II Universal Tag Applicator	
25	5050	piece	Eartags (Large) with Corresponding Male Button - Blank Dimension : 2 1/2" W x 2 3/4" H Material : High Grade Polyurethane With Infecta-Guard TM Coating/Treated Studs Packaging : 25 pairs/bag Color: (Orange and Yellow) Note: Fits for ProGrip II Universal Tag Applicator	
26	1	piece	Electric Dehorner	
27	1	pack	Filling nozzle, 15 medium pins, specific for IMV Filling and Sealing Equipment	
28	21	piece	Forcep, Allis tissue, stainless steel	
29	20	piece	Forcep, Halstead mosquito, straight, stainless steel, 12.5cm	
30	20	piece	Forcep, Hartmann mosquito, curved, stainless, 9cm	
31	10	piece	Forcep, Hartmann mosquito, straight, stainless, 9cm	
32	10	piece	FORCEP, scissor-handle, with serrated tips, 10 1/4in with lock	
33	100	piece	Forceps 9.5", stainless steel	
34	15	piece	Forceps, stainless steel, 6"	
35	12	piece	Forceps, stainless steel, 9.5"	
36	200	piece	Goblet, diameter 35-40mm, color: natural	
37	400	piece	Goblet, diameter 65mm, white 25/bag, 7 bags /box	
38	50	piece	Inoculating loop for microbiological testing use,local	
39	20	piece	Inoculating needle, local	

40	2	piece	Inoculating loop	
41	1	pack	Insect pins, stainless steel, size 3, 100pcs/pack (diameter:0.05mm/0.020", 37mm long, heads are nylon	
42	1	pack	Insect pins, stainless steel, size 4, 100pcs/pack (diameter:0.05mm/0.020", 37mm long, heads are nylon	
43	1	box	Intravenous cannula with wings and injection port (18G, 100's)	
44	1	box	Intravenous cannula with wings and injection port (20G, 100's)	
45	1	box	IV cannulla with teflon catheter with wings and injection port G18 100pcs/box (abbocath)	
46	1	box	IV cannulla with teflon catheter with wings and injection port G20 100pcs/box (abbocath)	
47	2	bottle	Leibinger Ink, #70000-00030 for straw printer	
48	12	box	Leibinger Solvent, #77001-00030 for straw printer	
49	30	piece	Milk Can, Stainless 304, seamless, mushroom lid, 40L cap	
50	24	piece	Milk Pail, Stainless 304, 15L capacity, seamless	
51	3	piece	Needle Buhner, 6"	
52	3	piece	Needle Holder with scissors (heavy duty, stainless steel) Olsen Hegar	
53	37	box	Needle, disposable, 18G x 1", 100's	
54	28	box	Needle, disposable, 25G x 5/8", 100's	
55	26	box	Needle, disposable, G18 x 1.5 inches,100pcs/box,	
56	10	box	Needle, Hypodermic ,stainless, 16x1" gauge, 12 needles per case, 12 case per box	
57	13	pack	Needle, Hypodermic 16G x 1 1/2" (reusable, Preferably aluminum, sterilizable) 12pcs/pack	
58	15	pack	Needle, Hypodermic 16G x 1" (reusable, Preferably aluminum, sterilizable), 12's /pack	
59	5	pack	Needle, Hypodermic 18G x 1" (reusable, Preferably aluminum, sterilizable), 12's /pack	
60	15	pack	Needle, Hypodermic 18G x 1/2" (reusable, Preferably aluminum, sterilizable), , 12's /pack	
61	5	piece	Needle, Suture¾ circle / cutting edge / spring head / 70mm	
62	4	box	Needle,disposable, 25x1 gauge, (box of 100)	
63	50	box	Sanitary over sheath 18" long 100/box(roll of 100),Manufactured in France or Germany, Individually wrapped and gamma irradiated, protective plastic sleeves is pulled over the transfer or insemination rod immediately	
64	2	box	Scalpel Blades, No. 10, stainless steel	
			A,,,	

65	2	box	Scalpel Blades, No. 20, stainless steel	
66	5	piece	Scalpel Handle, stainless, #3	
67	2	piece	Scalpel Handle, stainless, #4	
68	8	piece	Scissors, iris, stainless, 5.5"	
69	8	piece	Scissors, surgical	
70	6	bottle	Sealing Powder , 750 grams Color: blue Manufactured in France	
71	28	bottle	Sealing Powder , 750 grams Color: green Manufactured in France	
72	8	bottle	Sealing Powder , 750 grams Color: red Manufactured in France	
73	16	bottle	Sealing Powder , 750 grams Color: yellow Manufactured in France	
74	250000	piece	Semen straw, clear 0.5ml (Manufactured in Germany)	
75	2000	piece	Semen Straw (Manufactured in France)	
76	5	container	Spore clear benzalkonium chloride 1.55% , didecyldimethylammonium chloride 4.7%, polyhexamethylenebiguanide hydrochloride 4.33% Packaging: 5 liter	
77	62	box	Standard Count, 20-micron, 4 Chamber Slide, Leja Slides Specifically for IVOS-IDENT Semen Analyzer, Packaging: 25pcs/box	
78	2	box	Sterile Lap Sponges 12x12x12 ply 20 packs/box	
79	151	piece	Straw cutter scissor type	
80	7	box	Surgical blade, #20 stainless steel	
81	1	box	Syringe (without needle), 3cc, 50's per box	
82	22	box	Syringe, disposable, w/ needle, 10ml, 100s	
83	3	box	Syringe, disposable, w/ needle, 1ml, 100s	
84	5	box	Syringe, disposable, w/ needle, 3 ml, 100s	
85	22	box	Syringe, disposable, w/ needle, 5 ml, 100s	
86	1	box	Syringe, disposable, w/ needle, 50ml, 100s	
87	46	Piece	Syringe, Fiberglass/Europlex 10ml (with spare rubber)	
88	15	Piece	Syringe, Fiberglass/Europlex 20ml	
89	54	piece	Teat Dipper	

90	151	Piece	Thawing Jar Specification: *Glass vacuum bottle encased in rugged plastic shell *Designed with retriever basket for immersion of semen in water bath *Dial thermometer should be expressed in centigrade/celsius *Color: Blue *Capacity: approximately 450-500 ml *Must have certificate of calibration	
91	14	piece	Tissue thumb forcep, 12.5cm, 1x2 teeth, straight	
92	10	piece	Tissue thumb forcep, 12.5cm, serrated, straight	
93	150	coblet	Uterex	
94	5	piece	Vacutainer Needle Holder, quick release	
95	1	box	Vacutainer needle holder, yellow, box of 250's	
96	12	box	Venoject/vacutainer needle, 18G x 1.5", 100/box	
97	2	box	Venoject/vacutainer needle, 21G x 1.5", 100/box	
98	6	piece	Vernier Caliper, manual	
99	1	set	Veterinary postmortem kit Contents: Skinning or fillet knife, 6-8 inches, stainless steel Boning knife, 6-8 inches, non-flexible blade, stainless steel Butcher knife or jungle bolo, at least 8-10 inches Honing steel, at least 10-12 inches, stainless steel Long handle pruning shears, length - at least 20 inches length, steel cutter head Rat-tooth thumb forceps, stainless steel Dissecting scissors sharp/blunt, stainless steel	

100	1	lot	3 casette Umbilical tape, 20 meters (Jorgensen ®) *Minimum Shelf Life: 24 months from date of delivery	
			*Must have passed trial test by end user	
			3 casette Perivaginal Suture Tape, 4.5meters (Hauptner	
			*Minimum Shelf Life: 24 months from date of delivery	
			10 pieces Calf drencher (stomach tube), Other name: Calf Oral Fluid Feeder Esophageal Probe Flat Bag	
			1 set Calf puller (polished, rustproof, made from stainless steel)	
			1 piece Calf snare 26' long cable type calf snare	
			3 pieces Large animal digital rectal thermometer	
			5" long probe, 9" total length, rounded tip (5mm diameter), Celsius/ Fahrenheit Mode	
			8 box PortaCheck BHBCheck Plus blood ketone test 25 test strips/ box	
			Minimum shelf life: at least 15 months from the date of delivery	

**Statements of "Comply" or "Not Comply" must be supported by evidence** in a Bidders Bid and cross-referenced to that evidence.

Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.

# Section VIII. Checklist of Technical and Financial Documents

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

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

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

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

### CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

The Technical Component shall contain the following documents listed below. Kindly put tab markings/dog-ear codes on each of the requirements and arrange the documents in proper order.

Bidders are encouraged to submit the Technical and Financial Documents in three (3) copies for the following purposes:

- 1. **Original Copy** reference of the BAC during the Opening of Bids/Evaluation and to be attached to the payment/voucher of the contractor/supplier
- 2. **Copy No. 1** reference of the Technical Working Group for the Postqualification
- 3. **Copy No. 2** sealed copy to be provided to the Commission on Audit after the Opening of Bids

ANY discrepancy/insufficient or incomplete documents between the original and duplicate copies, the original shall prevail. Any document lacking in the bid envelope marked as ORIGINAL, the bid requirement will be marked as failed.

#### **TECHNICAL COMPONENT (1st Envelope) please prepare in three (3) copies one** original & two (2) duplicate copies (Copy No. 1 and Copy No. 2).

	ELIGILITY AND TECHNICAL DOCUMENTS						
1	Valid PhilGEPS Registration Certificate (Platinum Membership) including all pages of the updated Annex A <b>OR</b>						
	<ul> <li>Combination of the following:</li> <li>Valid PhilGEPS Registration Certificate (Platinum Membership)</li> <li>SEC/DTI or CDA or its equivalent document</li> <li>Mayor's or Business permit [issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas]</li> <li>Audited Financial Statements [stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission]</li> <li>Valid Tax Clearance</li> </ul>						
2	Statement of All Ongoing Government and Private Contracts AND						
	Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years with supporting document						
3	Computation of Net Financial Contracting Capacity (NFCC) at least equivalent to the total Approved Budget for the Contract (ABC) <b>OR</b>						
	Committed Line of Credit from Universal or Commercial Bank (10% of ABC) in lieu of its NFCC Computation.						
4	Duly signed Joint Venture Agreement (JVA) if applicable <b>OR</b>						

	Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
5	<ul> <li>Bid Security (any of the following:)</li> <li>Unnotarized Bid Securing Declaration (with Project Identification No.) original and duly signed OR</li> <li>Cash or cashier's/manager's check issued by a Universal or Commercial Bank (2% of the total ABC) OR</li> <li>Surety Bond with certification issued by the Insurance Commission (5% of the total ABC)</li> </ul>
6	<ul> <li>Section VI Schedule of Requirements AND</li> <li>Section VII Technical Specifications <ul> <li>State "comply" or "not comply" against each of the individual parameter of the item to offered.</li> <li>Attach brochure/manufacturer's un-amended sales literature/ unconditional statements of specifications and compliance issued by the manufacturer, samples, independent test dataetc. as appropriate.</li> <li>Conformity with the Technical Specifications which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable</li> </ul> </li> </ul>
7	Omnibus Sworn Statement (OSS) original and duly signed. Attach Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable
	<ul> <li>Unnotarized Bid Securing Declaration is acceptable (GPPB Resolution 09-2020)</li> <li>Unnotarized Omnibus Sworn Statement is acceptable subject to compliance therewith after award of contract but before payment. (GPPB Resolution 09-2020)</li> <li>Expired Business/Mayor's permit with Official Receipt of renewal application is acceptable, subject to submission of Business/Mayor's Permit after award of contract but before payment (GPPB Resolution 09-2020)</li> </ul>

### FINANCIAL COMPONENT (2nd Envelope) please prepare in three (3) copies one original & two (2) duplicate copies (Copy No. 1 and Copy No. 2)

	FINANCIAL DOCUMENTS
1	Financial Bid Form (original and duly signed)
2	Price Schedule for Goods from the Abroad/Philippines (original and duly signed)

# SAMPLE GUIDE FOR SEALING AND MARKING OF BIDS (10 ENVELOPES)

#### ORIGINAL-TECHNICAL COMPONENT ABC Trading Company No. 5, MT Building, Quezon City SUPPLY AND DELIVERY OF .... (PB-2020-03) BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija ORIGINAL (TECHINICAL & FINANCIAL COMPONENT) ABC Trading Company No. 5 , MT Building, Quezon City Do not open before...[date and time of Bid Opening] SUPPLY AND DELIVERY OF .... (PB-2020-03) BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER ORIGINAL-FINANCIAL COMPONENT National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija ABC Trading Company No. 5 , MT Building, Quezon City Do not open before...[date and time of Bid Opening] SUPPLY AND DELIVERY OF ..... (PB-2020-03) BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER National Headquarters and Gene Po Science City of Munoz, Nueva Ecija e Pool Do not open before...[date and time of Bid Opening] COPY 1-TECHNICAL COMPONENT ABC Trading Company No. 5 , MT Building, Quezon City SUPPLY AND DELIVERY OF .... (PB-2020-03) MAIN ENVELOPE BIDS AND AWARDS COMMITTEE COPY 1 (TECHINICAL & FINANCIAL COMPONENT) PHILIPPINE CARABAO CENTER ABC Trading Company No. 5 , MT Building, Quezon City ABC Trading Company No. 5 , MT Building, Quezon City National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija SUPPLY AND DELIVERY OF .... (PB-2020-03) SUPPLY AND DELIVERY OF .... (PB-2020-03) Do not open before...[date and time of Bid Opening] BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER COPY 1-FINANCIAL COMPONENT National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija ABC Trading Company No. 5 , MT Building, Quezon City Do not open before...[date and time of Bid Opening] Do not open before...[date and time of Bid Opening] SUPPLY AND DELIVERY OF .... (PB-2020-03) BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija Do not open before...[date and time of Bid Opening] COPY 2-TECHNICAL COMPONENT ABC Trading Company No. 5 , MT Building, Quezon City SUPPLY AND DELIVERY OF .... (PB-2020-03) BIDS AND AWARDS COMMITTEE COPY 2 (TECHINICAL & FINANCIAL COMPONENT) PHILIPPINE CARABAO CENTER National Headquarters and Gene Por Science City of Munoz, Nueva Ecija ABC Trading Company No. 5 , MT Building, Quezon City Do not open before...[date and time of Bid Opening] SUPPLY AND DELIVERY OF .... (PB-2020-03) BIDS AND AWARDS COMMITTEE COPY 2-FINANCIAL COMPONENT PHILIPPINE CARABAO CENTER National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija ABC Trading Company No. 5 , MT Building, Quezon City Do not open before...Idate and time of Bid Opening] SUPPLY AND DELIVERY OF .... (PB-2020-03)

BIDS AND AWARDS COMMITTEE PHILIPPINE CARABAO CENTER National Headquarters and Gene Pool Science City of Munoz, Nueva Ecija Do not open before....(state and time of Bid Opening)

# FINANCIAL BID FORM FOR THE PROCUREMENT OF GOODS [shall be submitted with the Bid]

Date: \_\_\_\_\_ Project Identification No.: \_\_\_\_\_

*To:* **PHILIPPINE CARABAO CENTER** National Headquarters and Gene Pool Science City of Muńoz, Nueva Ecija

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [*supply/deliver/perform*] [*description of the Goods*] in conformity with the said PBDs for the sum of [*total Bid amount in words and figures*] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

#### [Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of agent Currency Commission or gratuity

(if none, state "None")]

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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

#### PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD [shall be submitted with the Bid if bidder is offering goods from Abroad]

#### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No.\_\_\_\_ Page \_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Countr y of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivere d Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature:

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

#### PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No.\_\_\_\_\_ Page \_\_of\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Countr y of origin	Quantity	Unit pric e EXW pe r ite m	Transportati on and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded , per item	Cost of Incidental Services, if applicable , per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destinatio n (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature:

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

#### **CERTIFICATE OF TRIAL TEST**

(attach this form in the Schedule of Requirements/Technical Specifications)

#### Project: SUPPLY AND DELIVERY OF VETERINARY SUPPLIES

I/We hereby certify that the product offered by <u>(name of supplier/bidder)</u> has been used and considered acceptable/tested and passed trial test by the end user/s.

Item No.	Qty	Unit	Item Description	Brand Offered	End-user	Signature
1	260	piece	Adult Infusion Set (IV Line Adult), sterile, non-toxic,non-pyrogenic *Must have passed trial test by end user		NIZ-100 GP-50 BES-10 RRC-100	
8	200	piece	AV Liner, 12 inches (smooth, black liner, Manufactured in France) *must have passed trial test by the end user		AI	
18	22	bottle	California Mastitis Test Reagent, 1 pint (concentrated) (Original Schalm CMT Reagent) (1 pint concentrate = 1 gallon of diluted reagent) 1 gallon diluted reagent = approximately 350 testS * Minimum shelf life: 18 mos from delivery date * Must have passed trial test by end user		BES-20 GP-2	

100	1	lot	<ul> <li>3 casette Umbilical tape, 20 meters (Jorgensen ®)</li> <li>*Minimum Shelf Life: 24 months from date of delivery</li> <li>*Must have passed trial test by end user</li> <li>3 casette Perivaginal Suture Tape,</li> <li>4.5meters (Hauptner ®)</li> <li>*Minimum Shelf Life: 24 months from date of delivery</li> <li>10 pieces Calf drencher (stomach tube),</li> <li>Other name: Calf Oral Fluid Feeder Esophageal Probe Flat Bag</li> </ul>	BES	
			<ol> <li>set Calf puller (polished, rustproof, made from stainless steel)</li> <li>piece Calf snare 26' long cable type calf snare</li> </ol>		
			3 pieces Large animal digital rectal thermometer 5" long probe, 9" total length, rounded tip (5mm diameter), Celsius/ Fahrenheit Mode		
			8 box PortaCheck BHBCheck Plus blood ketone test 25 test strips/ box Minimum shelf life: at least 15 months from the date of delivery		

Note:

- 1. All signatories must be the head of unit/section/division concerned unless otherwise authorized by the unit head.
- 2. For items with multiple end-users, any one of the end-user's signature is accepted.

RPS	Dr. Danilda H. Duran	danildahd@yahoo.com
NIZ	Ms. Wilma T. del Rosario NIZ	delrosariowilma@yahoo.com
RCC	Dr. Randolph Tolentino	randolphtolentino@yahoo.com
GP/LBRAF	Dr. Cyril P. Balatazar	zhy_baltazar@yahoo.com
BES	Dr. Ma. Wynne A. Pagaduan	wynnepagaduan@gmail.com
ABGS	Dr. Ester B. Flores	esterflrs@gmail.com
CRYO	Ms. Lilian P. Villamor	lilpag_2000@yahoo.com
CEDS	Ms. Mina P. Abella	mina_abella@yahoo.com
AI/Bull Loan	Mr. Denver de Guzman	pccoperations2019@gmail.com
		denverdg2497@gmail.com

Our Company hereby certify that the brand of products offered above are same products/goods with the same labelling and formulation.

### STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

(including awarded but not yet started, whether similar or not similar in nature)

Name of the Contract	Date of the Contract	Contract Duration	Owner's name and Address	Kinds of Goods	Amount of Contract and Value of Outstanding Contracts
(1)	(2)	(3)	(4)	(5)	(6)
TOTAL OF ALL ON	GOING CONTI	RACTS			Р

## Note: If no ongoing contract, the bidder shall state "none".

Name of Company	:
Name and Signature of	f bidder/authorized signatory:
Date Accomplished	:

#### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

(at least **25%** of the ABC within the last five (5) years)

Name of the Contract	Date of the Contract	Contract Duration	Owner's name and Address	Kinds of Goods	Amount of Contract	Date of Delivery
(1)	(2)	(3)	(4)	(5)	(6)	(7)

## Note: This Statement shall be supported by End-user's acceptance OR Official Receipt(s) OR Sales Invoice issued for the completed project.

Name of Company	:
Name and Signature of	bidder/authorized signatory:
Date Accomplished	:

#### NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The computation of a prospective bidder's NFCC 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.

	Amount
Current Assets	Р
Less: Current Liabilities	Р
Sub-Total	Р
Multiplied by 15	Р
Sub-Total	Р
Less: 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.	P
Net Financial Contracting Capacity (NFCC)	Р

Name of Company	:
Name and Signature of	bidder/authorized signatory:
Date Accomplished	:

#### (Name of Bank) CREDIT LINE CERTIFICATE

Date: \_\_\_\_\_

**DR. CLARO N. MINGALA** 

OIC, Executive Director PHILIPPINE CARABAO CENTER National Headquarters and Gene Pool Science City of Muńoz, Nueva Ecija

Contract/Project	:
Company/Firm	:
Address	:
Bank/Financing Institution	:
Address	:
Amount	:

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said (Supplier/Distributor Manufacturer/ Contractor) in connection with the bidding requirement of **PHILIPPINE CARABAO CENTER** for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of **PHILIPPINE CARABAO CENTER**.

Name and Signature of Authorized Financing Institution Office

Official Designation

#### **Concurred By:**

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

#### BID SECURING DECLARATION FORM [shall be submitted with the Bid if bidder opts to provide this form of bid security]

#### REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

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#### BID SECURING DECLARATION Project Identification No. PB-2020-23

To: **PHILIPPINE CARABAO CENTER** National Headquarters and Gene Pool Science City of Muńoz, Nueva Ecija

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

**[Jurat]** [Format shall be based on the latest Rules on Notarial Practice]

#### OMNIBUS SWORN STATEMENT (REVISED) [shall be submitted with the Bid]

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, <u>by itself or by relation</u>, <u>membership</u>, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing 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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

> [Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

#### **CONTRACT AGREEMENT FORM FOR THE PROCUREMENT OF GOODS (REVISED)**

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ between **PHILIPPINE CARABAO CENTER** 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, particularly [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 in specified currency] (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:
  - i. Philippine Bidding Documents (PBDs);
    - a) Schedule of Requirements;
    - b) Technical Specifications;
    - c) General and Special Conditions of Contract; and
    - d) Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that</u> additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The **PHILIPPINE CARABAO CENTER** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

**CLARO N. MINGALA** OIC, Executive Director PHILIPPINE CARABAO CENTER [Name and Signature] [Signatory's Legal Capacity] [Name of Supplier/Company]

<u>Acknowledgment</u> [Format shall be based on the latest Rules on Notarial Practice]

