

Republic of the Philippines Department of Agriculture BUREAU OF ANIMAL INDUSTRY 5 Visayas Avenue, Barangay Vasra, Quezon City 1128 (+632)8528-2240 (concerts) (concer

# **PHILIPPINE BIDDING DOCUMENTS**

# **SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES**

## **IB No. 2024-045**

Approved Budget for the Contract: P 1,098,469.00

July 2024

### Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or note 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.

### 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.



Republic of the Philippines Department of Agriculture **BUREAU OF ANIMAL INDUSTRY** Diliman, Quezon City Tel. No. 925 8071

### INVITATION TO BID IB No. 2024-045

#### SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES

1. The *Bureau of Animal Industry*, through the *GAA Fund* intends to apply the sum of *the following:* 

Lot No.	Description	Approved Budget for the Contract
1	VARIOUS OFFICE SUPPLIES (AHWD-	Php 339,400.00
	NATIONAL ASF PREVENTION &	
	CONTROL PROGRAM)	
	VARIOUS OFFICE SUPPLIES (BIOTECH	Php 95,615.00
2	PROGRAM OFFICE)	
3	VARIOUS OFFICE SUPPLIES (PNAD)	Php 71,000.00
4	VARIOUS OFFICE SUPPLIES (CENTRAD	Php 77,519.00
	OFFICE)	
5	VARIOUS OFFICE SUPPLIES (AFVDBCD	Php 514,935.00
	OFFICE)	
r.	Fotal Approved Budget for the Contract	Php 1,098,469.00

being the ABC to payments under the contract for the *Supply and Delivery of Various Office Supplies* under **IB No. 2024-045.** Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The *Bureau of Animal Industry* now invites bids for the above Procurement Project. Delivery of the Goods is required within **30 calendar days upon receipt of Notice to Proceed (NTP)**. 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 nondiscretionary "*PASS/FAIL*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - (*i*) 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 *BAI-BAC* and inspect the Bidding Documents at the address given below during 8:00A.M. 5:00 P.M., Monday to Friday until its closing period posted in the PhilGEPS.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 11, 2024 to July 30, 2024** from the BAI-BAC Secretariat or website of the Procuring Entity (<u>www.bai.da.gov.ph</u>) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount:

Lot No.	Approved Budget for the Contract	Cost of Bidding Documents (in the Philippine Peso)
1	Php 339,400.00	Php 500.00
2	Php 95,615.00	Php 500.00
3	Php 71,000.00	Php 500.00
4	Php 77,519.00	Php 500.00
5	Php 514,935.00	Php 1,000.00

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.* 

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The *Bureau of Animal Industry* will hold a Pre-Bid Conference<sup>1</sup> on July 18, 2024,
9:30 A.M. at BAI-BAC Conference Room, BAI Compound, Visayas Avenue,
Diliman, Quezon City and/or through video conferencing or webcasting *via webex or google meet*, which shall be open to prospective bidders.

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 bac@bai.gov.ph.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **July 30, 2024, 9:00 A.M.** 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 **IB** Clause 14.
- 9. Bid opening shall be on July 30, 2024, 9:30 A.M. at BAI-BAC Conference Room, BAI compound, Visayas Avenue, Diliman, Quezon City and/or via webex or *google meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *Bureau of Animal Industry* 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

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

accordance with Sections35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

- 11. The BUREAU OF ANIMAL INDUSTRY 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 postqualified 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.)
- 12. Please refer to the following schedule of activities.

Activity	Date	Remarks
Availability of Bidding documents	July 11-30, 2024	Downloadable through PhilGEPS, BAI Website and can be requested through email (bac@bai.gov.ph)
Pre-bid Conference	July 18, 2024 (9:30 am)	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 bac@bai.gov.ph
Deadline for the submission of bids	July 30, 2024 (9:00 am)	Late bids shall not be accepted. Through personal delivery or through courier at the BAI- BAC Secretariat Office 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	July 30, 2024 (9:30 am)	A Personal Meeting ID will be sent to participants through email who submitted bid proposals on time.

13. For further information, please refer to:

MR. BENJAMIN R. GONZALES

Head, BAC Secretariat Office BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City Email: bac@bai.gov.ph Contact No.: (02) 8528 2240 local 1800 to 1804 14. For downloading of Bidding Documents, you may visit: <u>www.bai.gov.ph</u>

(Original signed) <u>CHERYL ROSE B. CAYAD-AN, DVM, MDM</u> Chair, Bids and Awards Committee

### 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, *Bureau of Animal Industry* wishes to receive Bids for the *Supply and Delivery of Various Office Supplies* with identification number *IB No.* 2024-045.

[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 *Supply and Delivery of Various Office Supplies*, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the following amount of:

Lot	Description	Approved Budget for the
No.		Contract
1	VARIOUS OFFICE SUPPLIES (AHWD-	Php 339,400.00
	NATIONAL ASF PREVENTION &	
	CONTROL PROGRAM)	
	VARIOUS OFFICE SUPPLIES (BIOTECH	Php 95,615.00
2	PROGRAM OFFICE)	
3	VARIOUS OFFICE SUPPLIES (PNAD)	Php 71,000.00
4	VARIOUS OFFICE SUPPLIES (CENTRAD	Php 77,519.00
	OFFICE)	
5	VARIOUS OFFICE SUPPLIES (AFVDBCD	Php 514,935.00
	OFFICE)	
r	Fotal Approved Budget for the Contract	Php 1,098,469.00

- 2.2. The source of funding is:
  - (i) NGA, the General Appropriations Act or Special Appropriations.

#### **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.

a. 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.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

b. For the procurement of Expendable Supplies: 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.

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

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

(*i*) Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **July 18, 2024, 9:30 A.M.** and either at its physical address BAI-BAC Conference Room, BAI Compound, Visayas Avenue, Diliman, Quezon City and/or through videoconferencing/webcasting} 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** Clause5.3 should have been completed within *two (2) 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

#### **13. Bid and Payment Currencies**

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty* (120) *calendar days from the date of the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **15.** Sealing and Marking of Bids

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

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

 $<sup>^2</sup>$  In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 shallbe awarded as:

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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.

#### ITB Clause 5.3 For this purpose, contracts similar to the Project shall be: General Merchandise equivalent to at least Twenty-Five Percent (25%) a. of the total Approved Budget for the Contract per lot. Completed within five (5) years prior to the deadline for the submission b. and receipt of bids. 7.1 No further instructions. 12 The price of the Goods shall be quoted DDP at BAI, Quezon Cityor the applicable International Commercial Terms (INCOTERMS) for this Project. 14.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, the amount are as follows: Lot No. Amount of Bid Security (in PESOS) (2%) 1 Six Thousand Seven Hundred Eighty Eight Pesos (Php 6,788.00) One Thousand Nine Hundred Twelve Pesos and Thirty 2 Centavos (Php1,912.30) 3 One Thousand Four Hundred Twenty Pesos (Php1,420.00) 4 One Thousand Five Hundred Fifty Pesos and Thirty Eight Centavos (Php1,550.38) Ten Thousand Two Hundred Ninety Eight Pesos and 5 Seventy Centavos (Php10,298.70) Twenty One Thousand Nine Hundred Sixty Nine Total Thousand and Thirty Eight Centavos (Php 21,969.38) If bid security is in Surety Bond, the amount are as follows: b. Lot No. Amount of Bid Security (in PESOS) (5%) 1 Sixteen Thousand Nine Hundred Seventy Pesos (Php 16,970.00) 2 Four Thousand Seven Hundred Eighty Pesos and Seventy Five Centavos (Php4,780.75) 3 Three Thousand Five Hundred Fifty Pesos (Php3,550.00) 4 Three Thousand Eight Hundred Seventy Five Pesos and Ninety Five Centavos (Php3,875.95) Twenty Five Thousand Seven Hundred Forty Six Pesos 5 and Seventy Five Centavos (Php25,746.75) Fifty Four Thousand Nine Hundred Twenty Three Pesos **Total** and Forty Five Centavos (Php 54,923.45)

## **Bid Data Sheet**

15	Each bidder shall submit two (2) copies of bid proposal [one original copy and one duplicate copy (Copy I)] of the first and second components of its Bid. (see attached copy of Sealing and Marking of Bids)
19.3	The project will be awarded <mark>per lot number.</mark>
20.2	Post Qualification documents(to be submitted by the bidder with the Lowest Calculated Bid/Single CalculatedBid)Latest Income and Business tax returns filed and paid through the Bureau ofInternal Revenue (BIR) Electronic Filling and Payment System (eFPS) for thelast six (6) months.
	<ul> <li>a) VAT Returns (BIR Form 2550Q) or Percentage Tax Return (BIR Form 2551Q) with proof of payment.</li> <li>b) Latest Quarterly and Annual Income Tax Returns (BIR Forms 1701 or 1702)</li> </ul>
	c) Latest Audited Financial Statement received by the BIR.
21.2	No further instructions.

## Section IV. General Conditions of Contract

### Notes on the General Conditions of Contract

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

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

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

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

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

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

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

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

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

#### **3.** Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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.

### Notes on the Special Conditions of Contract

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

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

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

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

## **Special Conditions of Contract**

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP delivered in <b>BAI</b> <b>Central Office, Visayas Avenue Diliman Quezon City.</b>
	"The delivery terms applicable to this Contract are delivered in <b>BAI Central Office, Visayas Avenue Diliman Quezon City</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>DR. JANICE S. GARCIA</b> for Lot 1, <b>MR. ELIJAH M. AVANTE</b> for Lot 2, <b>DR. RENE C. SANTIAGO</b> for Lot 3, <b>MR. JASON A. DELA CRUZ</b> for Lot 4 and <b>MR. FERDINAND S. TATING</b> for Lot 5.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <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>
	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.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
Spare Parts –
The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>three times the warranty period</i> .
Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>warranty time period</i> 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 Producting Entity
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.
, reading.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or
DDP, transport of the Goods to the port of destination or such other named place
of destination in the Philippines, as shall be specified in this Contract, shall be
arranged and paid for by the Supplier, and the cost thereof shall be included in
the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a
specified place of destination within the Philippines, defined as the Project Site,
transport to such place of destination within the Philippines, defined as the Project Site,
storage, as shall be specified in this Contract, shall be arranged by the Supplier,
and related costs shall be included in the contract price.
and related costs shall be included in the contract price.

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be:
	[✓] Full payment after completion of delivery and final acceptance of the goods/services
	[] Staggered payment based on actual delivery per batch
4	The inspections and tests that will be conducted: as per specifications
5	Warranty (Section 62.1 of the 2016 revised IRR of RA No. 9184) For the procurement of Goods, in order to assure that manufacturing defects
	shall be corrected by the supplier, a warranty security shall be required from the contract awardee.
	a) minimum period of three (3) months, in the case of Expendable Supplies, <b>OR</b>
	b) minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

## 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.

LOT					Delivered,	
Number	Description	Unit	Quantity	Total	Weeks/Months	End-user
1	PR No. ASF 2024-01- 021 VARIOUS OFFICE SUPPLIES (AHWD- NATIONAL ASF PREVENTION & CONTROL PROGRAM)	lot	1	P339,400.00	30 Calendar days upon receipt of Notice to Proceed	ASF
2	PR No. Biotech 2024- 04-010 VARIOUS OFFICE SUPPLIES (BIOTECH PROGRAM OFFICE)	lot	1	P95,615.00	30 Calendar days upon receipt of Notice to Proceed	Biotech
3	PR No. FOG-NSPRDC 2024-04-001 VARIOUS OFFICE SUPPLIES (PNAD)	lot	1	P71,000.00	30 Calendar days upon receipt of Notice to Proceed	FOG- NSPRDC
4	PR No. VLD CENTRAD 2024-04- 210 VARIOUS OFFICE SUPPLIES (CENTRAD OFFICE)	lot	1	P77,519.00	15 Calendar days upon receipt of Notice to Proceed	VLD CENTRAD
5	PR No. AFVDBCD 2024-03-020; AFVDBCD 2024-04- 025 VARIOUS OFFICE SUPPLIES (AFVDBCD OFFICE)	lot	1	P514,935.00	30 Calendar days upon receipt of Notice to Proceed	AFVDBCD

## 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 No.	Specification	Qty	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.]
			NOTE: ALL ITEMS THAT WILLBEOFFEREDBEOFFEREDHIGHLIGHTEDANDCLEARLYIDENTIFIEDINBROCHURE.BRANDNAME/MODELBECLEARLYINDICATEDINTHEFINANCIALBIDFORM

Lot 1- VARIOUS OFFICE SUPPLIES (AHWD-NATIONAL ASF PREVENTION & CONTROL PROGRAM) ABC: Php 339,400.00			Statement of Compliance
ream	Bond Paper 80gsm, size: A4, ream/box	90	
ream	Bond Paper 80gsm, size: 8.5"x13, A4, ream/box	40	
ream	Bond Paper 80gsm, size: A3 , ream/box	20	
packs	White Vellum Board 200gsm, size: A4, pcs/pack	30	
packs	White Vellum Board 200gsm, size: A3, pcs/pack	30	
packs	Coated Two Sides Paper 220gsm, size: 25"x38", pcs/pack	30	
rolls	Poster Paper 230gsm, size: A0, pcs/pack roll, plain white for use in existing equipment (brand: HP Deskjet T600)	15	
box	Certificate Paper, size: A4, pcs/pack, plain white	30	
ream	White Light Weight Coated Paper 60gsm, size: A4	15	
pads	20x48mm Film Please Sign 20S X 5S/PAD	45	
packs	Sticker Paper, size: A4 , glossy	15	
packs	Sticker Paper, size: 8.5"x13" , glossy	15	
packs	Photo paper Waterproof Glossy 230 gsm, size: A4, pcs/pack	10	
packs	White Plain Card Stock 200gsm, size: A4, pcs/pack	10	
packs	Cold Laminating Film Photo Top Glossy 80microns, size: A4, pcs/pack	5	
pcs	White Folder, size: A4	50	
pcs	White Folder, size: 8.5"x13"	50	
pcs	Clip Board, size: A4, black, plastic	10	
pcs	Clip Board, size: 8.5"x13" black, plastic	10	
pcs	Brown Envelope, size: A4	50	
pcs	Brown Envelope, size: size: 8.5"x13"	50	
pcs	Assorted Color Plastic Envelope with Handle, size: Short , transparent	20	
pcs	Assorted Color Plastic Envelope with Handle, size: Long , transparent	20	
pcs	Certificate Holder, size: 8.27" x 11.69" fits A4 Size paper, Super clear transparency, With flap to prevent certificates from falling off, with 2 hangers for portrait and landscape orientations	150	
pcs	Certificate Frame, standard size: 8.5*11, Plastic and acetate wooden frame with stand for portrait and landscape orientations, color black	80	
pcs	Assorted Highlighter Pen, Chisel Tip, 2-5mm line	50	
pcs	Pencil, #2, yellow, hexagonal pencil with hard (120- degree) angle corners	50	

pcs	Sign Pen, point size: 0.5, color: blue	200	
pcs	Ballpen Fine Point, color: black-100 pcs, red-50 pcs, blue-50 pcs	200	
pcs	Permanent Marker, color: Black, round tip	50	
pcs	Permanent Marker, color: Blue , round tip	50	
pcs	Whiteboard Marker, color: Black, round tip	50	
pcs	Whiteboard Marker, color: Blue, round tip	50	
pcs	Whiteboard Marker, color: Red, round tip	50	
pcs	Whiteboard Eraser	10	
pcs	Pencil Eraser, soft, white, synthetic or natural rubber	20	
pcs	Correction tape, size: small, 5mm x 9m, rolls directly onto paper; no mess, transparent body	20	
pcs	Scotch Tape, size: 1" clear/transparent adhessive	20	
pcs	Double Sided Tape, size: 1" x 30 meters"	20	
pcs	Masking Tape, size: 1" (24 mm) x 25 meters	20	
pcs	Duct Tape, size: 2" x 82 feet or 48 mm x 25 meters	20	
pads	Multicolor Sticky Notes Pad 75 Gsm 100'S X 3, size: 1" x 3"	100	
pads	Multicolor Sticky Notes Pad 75 Gsm 100'S X 3, size: 3" x 3"	40	
rolls	White Bubble Wrap, size: 40"x100"	4	
pcs	Heavy Duty Hand Held Tape Dispenser	4	
pcs	Binder Clip, size: 15mm, 19mm, 25mm, 32mm, 41mm, and 51mm (30 pcs each size)	180	
pcs	Scissors, heavy duty	10	
pcs	Foldable Magazine Display Rack Stand color: black, size: 23.5cm * 36.5cm * 132cm, Picture material: all kinds of A4 poster books, Package weight: about 4.5kg	10	
pcs	Horizontal Data File Folder	100	

Lot	2- VARIOUS OFFICE SUPPLIES (BIOTECH PROGRAM ABC: Php 95,615.00	OFFICE)	Statement of Compliance
box	Bond Paper (Long), 80gsm 216x330 mm	5	
box	Bond Paper (A4), 80 gsm 210 x 297mm	15	
box	Ballpen; blue, 50 pcs	20	
рс	Sign Pen (Blue); 0.5 mm	50	
box	No. 2 Pencil, yellow hexagonal w/hard 120 degree corner	10	
box	Kneaded Eraser, 80pcs/pack, rubber	2	
box	Back fold Clips 19mm, 12pcs/box	25	

box	Backfold Clips 25mm, 12pcs/box	20	
box	Backfold Clip 32mm, 12pcs/box	15	
box	Backfold Clip 41mm, 12pcs/box	15	
box	Staple Wire; (No. 35)	5	
рс	Expanding Envelope (Long), Paper	150	
рс	Paper Bag with handle, plain brown	30	
рс	Certificate Holder, A4, transparent front cover	50	
рс	Staple Remover, metal	5	
рс	Double Sided Tape 1" x 30mm	6	
pc pc	Steno notebook, 60 leaves, 152 x 228mm	200	
pe		200	
рс	3-layer Steel Paper Tray Organizer	5	
рс	Correction Tape, 5mm x 58 meters	25	
рс	Tape Dispenser, heavy duty, big	3	
рс	Ruler (12 inches), plastic	3	
рс	Steel Pencil Organizer with holder, metal	10	
pk	Vellum Paper; white (A4) 10 pcs/pack	100	
pk	Index Sign (Sign Here) sticky notes	30	
pk	Batteries AA, 4pcs/pk	20	
pk	Batteries AAA, 4pcs/pk	20	
pk	Highlighter, 4 colors/pk, .5mm tip	5	
рс	ID Lace, 36 inches	150	
рс	ID Card Holder (transparent, soft plastic), horizontal, A2 82mm x 106mm	150	
bottle	Glue; 225 grm	3	
рс	Padlock, heavy duty, 40mm	1	

	Lot 3- VARIOUS OFFICE SUPPLIES (PNAD) ABC: Php 71,000.00		Statement of Compliance
Ream	Bond Paper, A4- 80gsm, multi-purpose	55	
Ream	Bond Paper, Legal- 80gsm, multi-purpose	50	
рс	Ballpen, fine point, black, .5mm	25	
рс	Sign pen, blue, .7mm	10	
рс	Brown Envelope, Long	49	
рс	Brown Envelope, Short	50	
рс	Correction Tape, 20mx5mm	19	
Box	Permanent Marker, 5 black & 4 blue	9	
Pad	Photo Paper, white, glossy	10	
рс	Whiteboard marker, black	4	
рс	Highlighter pen, green, blue and orange	4	
Box	Mailing Envelope, Long, white	2	
Box	Paper Fastener, plastic, 50 sets/box	4	
Bottle	Stamp pad Ink, violet	1	
Piece	Sticky Note Pad, 3"x3", 100s, 3 light yellow and 3 light blue	6	
рс	Ballpen, fine point, blue, .5mm	34	
рс	Stand file box, gray, 4 3/4x9 1/2 x15 1/2 "	50	
na	Sharmonon haavy duty manyal type	20	
pc box	Sharpener, heavy duty manual type Back fold clips, 15, 19, 25, 32, 41, 51mm in size, 8box/size	<u>20</u> 49	
рс	Scotch tape, 1" ½"3/4" width: 20 yards (16pcs/sizes)	50	
pc	Stamp pad, violet	10	

	Lot 4- VARIOUS OFFICE SUPPLIES (CENTRAD OFFIC ABC: Php 77,519.00	E)	Statement of Compliance
reams	Copy paper, A4, 80gsm, multi-purpose	110	
reams	Copy paper, legal, 80gsm, multi-purpose	50	
pcs	Data Folder, legal w/ 2 ring, horizontal	75	
pcs	Data folder, Arch File, blue, PP W39656 FC 3"	22	
pcs	White Board Marker Refill Ink, 30mL	5	
pack	Fine point Oil-based Permanent Marking pen,		
	10pcs/pack	5	
case	Binder Clip, Black, 12 pcs/case, (5) case 15mm & (5)	10	

	case 41mm		
pack	Board paper, A4, 10pcs/pack	50	
pack	Sticker Paper, A4, 80gsm, Matte, 10pcs/pack	20	
pack	Tape Flag, 14 x 60mm, any color	15	
pcs	Tape Flag, 1" x1.71" any color	10	
pcs	Extension Cord w/ Wheel, 10m	2	
pcs	Digital Timer, battery operated	5	
pcs	Ink, 003, black, original, for existing printer Epson 3210	6	
pcs	Ink, 003, magenta, original for existing printer Epson 3210	4	
pcs	Ink, 003, cyan, original for existing printer Epson 3210	4	
pcs	Ink, 003, yellow, original for existig printer Epson 3210	4	

	Lot 5- VARIOUS OFFICE SUPPLIES (AFVDBCD OFFIC ABC: Php 514,935.00	E)	Statement of Compliance
рс	Aluminum Laptop Stand Adjustable Multi-Angle laptop cooler	5	
Box	Ballpen 0.5mm; 20pcs/box, C-Blue authentic	50	
box	Bond Paper Size: Legal (Long) 8.5 x13" White Bondpaper Copier Paper 80gsm 500sheets per ream set of 5reams/box	48	
box	Bond Paper Size: A4; 8.5x11" White Bondpaper Copier Paper 80gsm 500sheets per ream set of 5reams/box	43	
pc	Sliding Clear Folder Long Size red back clear front	50	
box	Binder Clips Black; 3/4" or 19.05m (12 pcs./per Box)	15	
roll	Packaging Tape, 2 inches x 100 meters, Exact Length, Not Undersize, 45 microns Thick, Durable, High Quality Adhesive Brown	55	
pck	File Tab Divider Legal size; 5 colors/pck	30	
pck	Sticky Notes 3x3 inch Bright Colors-assorted Self-Stick Pads 6 Pads/Pack 100 Sheets/Pad	30	
set	Sticky Notes Film Index Sign Here SH-152/7in x 1.5in x 3in color: 8color/set; 20sets; self-adhesive	32	
box	Gel Pen 0.5 mm Blue; 12pcs/box	15	
рс	Data File Folder 2 Rings, 3 Inches Thick Material   Long   File Organizer	50	
pck	Clear Adhesive Tape, 1/2 inch 12mm, 12 rolls/pack	4	
box	Certificate Holder A4 50pcs/box; color: electric blue	2	

roll	Double Sided Tape 24mm Foam Type Scotch Indoor/outdoor Mounting Tape	10	
рс	Record Book, 500 pages, 214mm x 278mm min; blue; Laminated hand bound covers	20	
box	Sign Pen 0.5 mm 12pcs/box; Color: Blue	20	
pck	Sticky Notes, 6in1 Multilayered; sticky pad folder	20	
		(	
roll	Original Masking Tape, 3/4" x 25yrds; high quality	6	
pck	Push Pin 100pcs/pack Assorted Colors Steel	9	
	Point Push Pins		

pck	AA Batteries, HD 4pcs/pck	14	
pck	AAA Batteries, HD 2pcs/pck	10	
can	Air freshener sprayer long lasting scent; 1000ml;	20	
bot	Alcohol 70 % with moisturizer 500ml	120	
bar	Antibacterial Soap pure white 175g	25	
рс	Car Gel Lemon scents 70gms.	15	
bot	Colorsafe Bleach kills 99.9% for colored fabrics; 450ml.	50	
pck	Detergent Powder, 680G; Sunrise fresh	25	
рс	Detergent Cut Bar Soap 150g; power whitener	50	
рс	Deodorizers cake 100g; lemon scent	40	
bot	Disinfectant Spray odorless, 400mL	25	
pck	Bathroom Tissue 3 ply - 12 rolls/Pack	200	
pck	Bathroom Tissue 3 ply - 12 rolls/Pack	150	
рс	Flourescent lamp/tube 12w; LED	70	
pck	Garbage Plastic Bag; color: Black; 100pcs/pck, Large,	60	
bot	Antibacterial Liquid Handsoap with moisturizer Size: 500ml, original bottle	50	
рс	Interfolded Paper Towels; 175pulls C-white	50	
рс	Mop and Spin-Dry Bucket	20	
рс	Multi-Insect Aerosol Spray, 500mL	40	
can	Furniture Polish-Enhancing Spray 330ml.	25	
рс	Plastic Sando bag, 100pcs/pck; Large	30	
рс	Scrub Sponge Heavy Duty; 3pcs/pck (100mmx75mmx30mm)original	30	
рс	Trash Can with cover, color black, size S:27.5x20x20 CM, 8L	10	
рс	Utility Pail w/ comfort grip handle; 10Liter; color blue	6	
pck	Resealable plastic bag, heavy duty; 100pcs/pck; medium size,	32	

## 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 two (2) 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 conduct of Postqualification

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.

#### <u>TECHNICAL COMPONENT (1st Envelope) please prepare in two (2) copies one</u> <u>original & one (1) duplicate copy (Copy No. 1).</u>

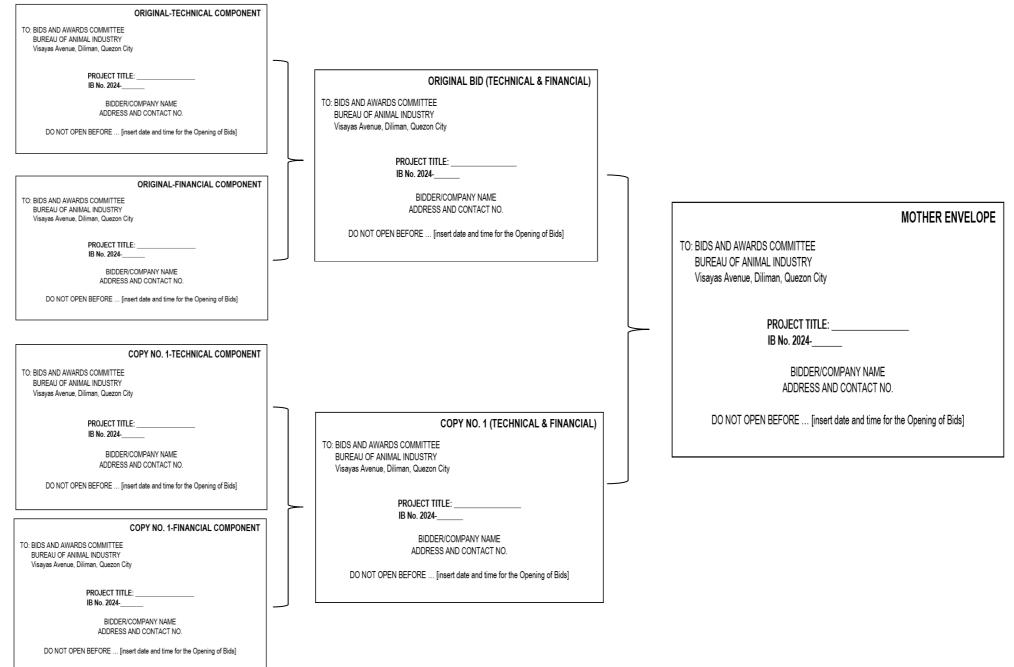
	ELIGIBILITY AND TECHNICAL DOCUMENTS
1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR
2	Statement of the prospective bidder of All Ongoing Government and Private Contracts including contract awarded but not yet started., if any, whether similar or not similar in nature and complexity to the contract to be bid AND
3	<ul> <li>Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years supported by any of the following:</li> <li>End-user's certificate of acceptance or equivalent document in case of private sector contracts</li> <li>Official Receipt(s)/ Sales Invoice issued for the completed project/contract.</li> </ul>
4	<ul> <li>Original Copy of Bid Security (any of the following:)</li> <li>Notarized Bid Securing Declaration (with IB 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>
5	Conformity with the Technical Specifications Section VI Schedule of Requirements <b>AND</b> 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</li> <li>Production/delivery schedule</li> <li>Manpower requirements</li> <li>After- sales/parts, if applicable</li> </ul>
6	Notarized Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
7	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.
8	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.
9	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <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.

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

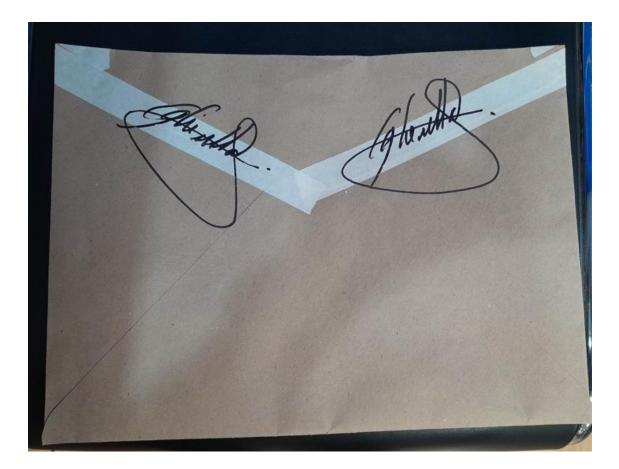
	FINANCIAL DOCUMENTS
1	Financial Bid Form (original and duly signed)
2	Price Schedule for Goods from the Abroad/Philippines (original and duly signed)

## SAMPLE GUIDE FOR MARKING OF BIDS (7 ENVELOPES)



## SAMPLE GUIDE FOR SEALING OF BIDS (7 ENVELOPES)

 All envelopes <u>shall be duly signed in the sealed overlaps or</u> <u>flaps</u> by the bidder or duly authorized representative in order to maintain the integrity of the documents.



## **Other Additional Instruction/s:**

## FOR GOODS AND INFRASTRUCTURE PROJECTS

• All bidders shall upload and maintain in PhilGEPS a <u>current and updated</u> <u>file of the following Class "A" eligibility documents</u> under Sections 23.1(a) and 24.1(a) of RA 9184.

Refer for PhilGEPS Advisory No. 2022-039 dated December 10, 2022

 The notarized documents particularly the Bid Securing Declaration (BSD) and the Omnibus Sworn Statement (OSS) <u>should have two different</u> <u>Document Number</u> certified by the notary public, as these are two different or separate documents.

All notarized documents should have a dry seal.

• Declare <u>ALL</u> ongoing Government and Private Contracts (including contract awarded but not yet started, whether similar or not similar in nature.

## FOR INFRASTRUCTURE PROJECTS

- <u>Do not add/delete items</u> in the issued bid form/detailed estimates for infrastructure projects (modification of bid form).
- Bidders are advised to <u>distribute the discounts offered</u> (if applicable) to the detailed estimates instead in the bid form.
- The Certificate of Site Inspection should be signed by the Division Chief or his/her authorized representative.

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

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

#### *To:* **BUREAU OF ANIMAL INDUSTRY** Visayas Avenue, Diliman, Quezon City

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.

Jame:	
egal capacity:	
ignature:	
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	Country 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 Delivered 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	Country of origin	Quantity	Unit price EX W per item	Transportation 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 Destination (col 9) x (col 4)

Name:

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

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

Duly authorized to sign the Bid for and behalf of:

#### 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 ONGOING CONTRACTS					Р

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

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

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

Name of the Completed Contract	Date of the Contract	Contract Duration	Owner's name and Address	Kinds of Goods	Amount of Contract	Date of Delivery	Date of End- user's Acceptance/ Official Receipts
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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

### Note:

## This Statement shall be supported by any of the following:

- a) End-user's acceptance or equivalent document in case of private sector contracts
- b) Official Receipt(s)/Sales Invoice issued for the completed project/contract.

## Collection Receipts cannot substitute the submission of Official Receipt (GPPB NPM No. 040-2016)

Name of Company	:
Name and Signature of I	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	:

#### **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.

x-----x

# BID SECURING DECLARATION **IB NO. 2024-045**

#### To: **BUREAU OF ANIMAL INDUSTRY** Visayas Avenue, Diliman Quezon City

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]

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#### **OMNIBUS SWORN STATEMENT** [shall be submitted with the Bid]

REPUBLICOFTHEPHILIPPINES)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, by itself or by relation, membership, 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 enduser 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

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

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