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PHILIPPINE BIDDING DOCUMENTS

SUPPLY, DELIVERY AND INSTALLATION OF TECHNICAL AND SCIENTIFIC EQUIPMENT (3 LOTS)

IB No. CEFA-SB-2024-009

Approved Budget for the Contract: P15,000,000.00

November 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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	12
1. Scope of Bid	13
2. Funding Information.....	13
3. Bidding Requirements	13
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	13
5. Eligible Bidders.....	14
6. Origin of Goods	14
7. Subcontracts	15
8. Pre-Bid Conference	15
9. Clarification and Amendment of Bidding Documents	15
10. Documents comprising the Bid: Eligibility and Technical Components	15
11. Documents comprising the Bid: Financial Component	16
12. Bid Prices	16
13. Bid and Payment Currencies	17
14. Bid Security	17
15. Sealing and Marking of Bids	17
16. Deadline for Submission of Bids	17
17. Opening and Preliminary Examination of Bids	18
18. Domestic Preference	18
19. Detailed Evaluation and Comparison of Bids	18
20. Post-Qualification	19
21. Signing of the Contract	19
Section III. Bid Data Sheet	20
Section IV. General Conditions of Contract.....	23
1. Scope of Contract	24
2. Advance Payment and Terms of Payment	24
3. Performance Security	24
4. Inspection and Tests	24
5. Warranty	25
6. Liability of the Supplier	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	31
Section VII. Technical Specifications	32
Section VIII. Checklist of Technical and Financial Documents	47

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.

CEFA – Cold Examination Facility for Agriculture

CEFA SBAC – Cold Examination Facility for Agriculture Special Bids and Awards Committee

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.



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Diliman, Quezon City
Tel. No. 925 8071

INVITATION TO BID IB No. CEFA-SB-2024-009

SUPPLY, DELIVERY AND INSTALLATION OF TECHNICAL AND SCIENTIFIC EQUIPMENT (3 LOTS)

1. The *Bureau of Animal Industry*, through the *GAA Fund (FY 2023 Continuing Appropriations)* intends to apply the sum of *Fifteen Million Pesos (P 15,000,000.00)* to payments under contract for the *Supply, Delivery and Installation of Technical and Scientific Equipment (3 Lots)* under **IB No. CEFA-SB-2024-009** for three (3) lots described as follows:

Lot No.	Description	Approved Budget for the Contract (ABC)
1	Ultra-High Performance Liquid Chromatography (UPPLC) System	Php 5,000,000.00
2	Multiparameter testing equipment for water and sea water complete with the accessories and documentation system	Php 4,000,000.00
3	RT-PCR with complete accessories and documentation system	Php 6,000,000.00
Total Approved Budget for the Contract		Php 15,000,000.00

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 **120 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 non-discretionary “*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 *CEFA-SBAC* 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 **November 30, 2024 to December 23, 2024** from the CEFA SBAC Secretariat or website of the Procuring Entity (www.bai.da.gov.ph) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

Lot No.	Approved Budget for the Contract (ABC)	Cost Bidding Documents (in Philippine Peso)
1	Ultra-High Performance Liquid Chromatography (UPPLC) System	5,000.00
2	Multiparameter testing equipment for water and sea water complete with the accessories and documentation system	5,000.00
3	RT-PCR with complete accessories and documentation system	10,000.00

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 Conference¹ on **December 09, 2024, 9:30 A.M.** at **BAI Office of the Director Conference Room, BAI Compound, Visayas Avenue, Diliman, Quezon City** and/or through video conferencing or webcasting *via ZOOM 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 bacsecretariat.cefa@gmail.com.

7. Bids must be duly received by the CEFA SBAC Secretariat through manual submission at the office address indicated below, on or before **December 23, 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 **December 23, 2024, 9:30 A.M.** at **BAI Office of the Director Conference Room, BAI compound, Visayas Avenue, Diliman, Quezon City** and/or *via ZOOM or GOOGLE MEET*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

¹ 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.

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 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.
11. The BUREAU OF ANIMAL INDUSTRY CEFA Special Bids and Awards Committee (SBAC) 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.)
12. Please refer to the following schedule of activities.

Activity	Date	Remarks
Availability of Bidding documents	November 30 - December 23, 2024	Downloadable through PhilGEPS, BAI Website and can be requested through email (bacsecretariat.cefa@gmail.com)
Pre-bid Conference	December 09, 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 bacsecretariat.cefa@gmail.com
Deadline for the submission of bids	December 23, 2024 (9:00 am)	Late bids shall not be accepted. Through personal delivery or through courier at the CEFA SBAC Secretariat station at the Bureau of Animal Industry – Office of the Director Building, Visayas Ave., Diliman, Quezon City Bidders must ensure that the Bid Proposals are properly delivered and received by the CEFA SBAC Secretariat Office on or before the deadline of submission.
Bid Opening	December 23, 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:

Mx. DHEADEMA I. DADUA
Head, CEFA SBAC Secretariat
Property Office Building
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City
Email: bacsecretariat.cefa@gmail.com
Contact No.: (02) 8528 2240 local 1239 or 1701

14. For downloading of Bidding Documents, you may visit: www.bai.gov.ph

(Original signed)

MARIVIC M. DE VERA, DVM, PhD
Chair, Bids and Awards Committee

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, *Bureau of Animal Industry* wishes to receive Bids for the ***Supply, Delivery and Installation of Technical and Scientific Equipment (3 Lots)*** with identification number *IB No. CEFA-SB-2024-009*

[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, Delivery and Installation of Technical and Scientific Equipment (3 Lots)*** 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 2023 (Continuing Appropriations)* in the amount of ***Fifteen Million (P15,000,000.00)***.

2.2. The source of funding is:

(i) NGA, the General Appropriations Act.

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 CEFA SBAC 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 Capital Outlay: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- (i) Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **December 09, 2024, 9:30 A.M.** and either at its physical address BAI Office of the Director 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** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the CEFA SBAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

(i) Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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.

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**.

² 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.

17. Opening and Preliminary Examination of Bids

- 17.1. The CEFA SBAC 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 CEFA SBAC 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 SBAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The CEFA SBAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as:

Option 1 – The Project will be awarded per lot number.

- 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 CEFA SBAC 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Technical and scientific equipments and other related paraphernalia</i> equivalent to at least Fifty Percent (50%) of the total Approved Budget for the Contract. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instructions.</i>
12	The price of the Goods shall be quoted DDP at BAI, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>For Lot 1</p> <ul style="list-style-type: none"> a. The amount of not less than <i>One Hundred Thousand Pesos (Php100,000.00) equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Two Hundred Fifty Thousand Pesos (Php250,000.00) equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond. <p>For Lot 2</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Eighty Thousand Pesos (Php80,000.00) equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Two Hundred Thousand Pesos (Php200,000.00) equivalent to two percent (5%) of ABC</i>, if bid security is in Surety Bond. <p>For Lot 3</p> <ul style="list-style-type: none"> a. The amount of not less than <i>One Hundred Twenty Thousand Pesos (Php120,000.00) equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Three Hundred Thousand Pesos (Php300,000.00) equivalent to two percent (5%) of ABC</i>, if bid security

	is in Surety Bond.
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	<i>The Project will be awarded per lot number,</i>
20.2	<p>Post Qualification documents (to be submitted by the bidder with the Lowest Calculated Bid/Single Calculated Bid)</p> <p>Latest Income and Business tax returns filed and paid through the Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFPS) for the last six (6) months.</p> <p>a) VAT Returns (BIR Form 2550Q) or Percentage Tax Return (BIR Form 2551Q) with proof of payment. b) Latest Quarterly and Annual Income Tax Returns (BIR Forms 1701 or 1702) c) Latest Audited Financial Statement received by the BIR.</p>
21.2	<i>No further instructions.</i>

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.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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:</p> <p>“The delivery terms applicable to the Contract are DDP delivered in CEFA Site-GENSAN (General Santos Fish Port Complex, Commercial Area Lot 15, South Cotabato, Koronadal).</p> <p>“The delivery terms applicable to this Contract are delivered in delivered in CEFA Site-GENSAN (General Santos Fish Port Complex, Commercial Area Lot 15, South Cotabato, Koronadal). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is MARIA LOURDES M. JOCO, DVM</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a.performance or supervision of on-site assembly and/or start-up of the supplied Goods; b.furnishing of tools required for assembly and/or maintenance of the supplied Goods; c.furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d.performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e.training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>three times the warranty period</i>.</p> <p>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.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

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

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 No.	P.R Number	Description	Unit	Quantity	Total	Delivered, Weeks/Months	End-user
1	CEFA PR-SB-2024-055	Ultra-High Performance Liquid Chromatography (UPPLC) System	SYSTEM	1	P5,000,000.00	120 Calendar days upon receipt of Notice to Proceed	MARIA LOURDES M. JOCO, DVM (PROJECT MANAGER, CEFA)
2	CEFA PR-SB-2024-056	Multiparameter testing equipment for water and sea water complete with the accessories and documentation system	SYSTEM	1	P4,000,000.00	120 Calendar days upon receipt of Notice to Proceed	MARIA LOURDES M. JOCO, DVM (PROJECT MANAGER, CEFA)
3	CEFA PR-SB-2024-057	RT-PCR with complete accessories and documentation system	SYSTEM	1	P4,000,000.00	120 Calendar days upon receipt of Notice to Proceed	MARIA LOURDES M. JOCO, DVM (PROJECT MANAGER, CEFA)

Name and Signature of Bidder

Company Name

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
			<p><i>[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]</i></p>

		<p><i>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.]</i></p>
	<p>SUPPLY, DELIVERY AND INSTALLATION OF TECHNICAL AND SCIENTIFIC EQUIPMENT (3 LOTS)</p> <p>TOTAL ABC (3 LOTS) : P15,000,000.00</p> <p>PR No. CEFA-SB-2024-055</p> <p>ULTRA HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (UPLC) SYSTEM</p> <p>ABC: P5,000,000.00</p> <p>PR. No. CEFA-SB-2024-056</p> <p>MULTIPARAMETER TESTING EQUIPMENT FOR WATER AND SEA WATER WITH ACCESSORIES AND DOCUMENTATION SYSTEM</p> <p>ABC: P4,000,000.00</p> <p>PR. No. CEFA-SB-2024-057</p> <p>RT PCR WITH COMPLETE ACCESSORIES AND DOCUMENTATION SYSTEM</p> <p>ABC: P6,000,000.00</p>	<p>NOTE: ALL ITEMS THAT WILL BE OFFERED SHOULD BE HIGHLIGHTED AND CLEARLY IDENTIFIED IN THE BROCHURE. BRAND NAME/MODEL SHOULD BE CLEARLY INDICATED IN THE FINANCIAL BID FORM</p>

<p>LOT 1</p>	<p>UPLC System Ultra-HIGH PERFORMANCE LIQUID CHROMATOGRAPHY</p> <p>Features :</p> <ul style="list-style-type: none"> ➤ With automated support functions utilizing digital technology, such as Analytical Intelligence (AI), that enable higher productivity and maximum reliability. ➤ Supports the acquisition of high quality, reproducible data for both routine and demanding application <p>Auto-diagnostic and recovery:</p> <ul style="list-style-type: none"> ➤ Equipped with auto-diagnostic for trapped bubbles and recovery ➤ has the ability to monitor baseline changes and pressure fluctuations to check for abnormalities. ➤ When it detects an unusual fluctuation, it can automatically pause the analysis, purge the flow path, and restart analysis once it has confirmed recovery to normal pressure. <p>Flow Control :</p> <ul style="list-style-type: none"> ➤ Equipped with smart flow control that automatically increase the flow rate gradually to the set point without creating start-up protocols <p>A. Solvent Delivery System with LPGE Mixer</p> <p>Pumping method: Parallel-type double plunger (approx. 10 μL/1 stroke)</p> <p>Allowable maximum pressure: 105 MPa</p> <p>Flow rate settings range: 0.0001 – 3.0000 mL/min (1.0 – 105 MPa)</p> <p>3.0001 – 5.0000 mL/min (1.0 – 80 MPa)</p> <p>5.0001 – 10.0000 mL/min (1.0 – 22 MPa)</p> <p>Flow rate accuracy: $\leq \pm 1\%$</p> <p>Flow rate precision: $\leq 0.06\%$ RSD</p> <p>Gradient mode: Quaternary low-pressure gradient</p> <p>Gradient range of set concentrations: 0 to 100% (0.1% step)</p> <p>Gradient concentration accuracy: $\pm 0.5\%$</p> <p>Wetted materials: SUS316L, Hastelloy C, PEEK, PE, Sapphire, Ruby</p> <p>pH range: 1 to 14</p> <p>Automatic rinsing kit: Available</p> <p>Dimensions [mm]: W 260 × D 500 × H 140</p> <p>Weight: 12Kg</p> <p>Operating temperature range: 4 to 35°C</p> <p>Power supply: AC 100–240 V, 50/60 Hz, 150VA</p> <p>Operating humidity range : 20% - 80%</p> <p>B. On-line Degasser</p> <ul style="list-style-type: none"> • Equipped with 5 flow lines • Has an internal capacity of 400 μl per flow line • Can continuously remove dissolved gases from 	<p>1 SYSTEM</p>	
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	liquid through a degassing membrane		
	C. Autosampler		
Injection method	Total-volume Injection		
Allowable maximum pressure	105 MPa		
Injection volume	0.1 to 50 µL		
Injection volume accuracy (injection, n = 20)	± 1% (5 µL)		
Linearity	≥0.9999		
Injection cycle time	6.7 seconds		
Samples for processing (54 × 3 plates)	162 (1.5 mL sample vial,		
Injection volume reproducibility	RSD 1.0% (0.5 to 0.9 µL), RSD 0.5% (1.0 to 1.9 µL), RSD 0.25% (2.0 to 4.9 µL), RSD 0.15% (More than 5.0 µL), RSD < 0.5% (typically, 0.5 µL), RSD < 0.25% (typically, 1.0µL)		
Carryover	0.0015% (without rinse) 0.0003% (with rinse, typically)		
Dip rinsing outside the needle and injection port rinsing	available		
Pumping rinse outside the needle	available		
Sample cooler	available		
Sample cooler temperature setting range	4 to 45°C		
Sample cooler temperature accuracy	± 2°C		
Wetted material (PTFE, FEP, ETFE, FFKM)	SUS316L, DLC, PEEK, GFP, sapphire, ceramics, PPS,		
Available pH range	1 to 14		
Dimensions [mm], weight (H 280, 24 kg)	W 260 × D 500 × H 280, 24 kg		
Operating temperature range	4 to 35°C		
Power Supply	AC 100–240 V, 400 VA, 50/60 Hz		
operating humidity range	: 20% - 80%		
	D. Column Compartment		
Temperature control type	Forced air circulation		
Temperature control range	Room temperature –10°C to 85°C		
Temperature accuracy	± 0.8°C		
Temperature precision	± 0.1°C		
Containable column size and Number	Up to 100 mm L. column × 6 or 300 mm L. column × 3		
Dimensions [mm], weight (H 553, 15 kg)	W 130 × D 500 × H 553, 15 kg		
Operating temperature range	4 to 35°C		

Power supply	AC 220 V, 300 VA, 50/60 Hz		
E. Detector-			
1. Fluorescence Detector			
Light source	Xenon lamp		
Wavelength range	200 to 650 nm		
Spectral bandwidth	20 nm		
Wavelength accuracy	2 nm		
Wavelength precision	0.2 nm		
S/N	Water Raman peak S/N ≥ 12000		
	Low background S/N ≥ 9000		
Cell	Standard conventional cell: volume 12 μL, maximum pressure 2 MPa		
Sampling rate	Max. 100 Hz (Single wavelength mode)		
Function	Simultaneous measurement of four wavelengths, Wavelength Scanning		
2. PDA Detector			
Light source	Deuterium (D2) and Tungsten Lamp		
Wavelength range	190 to 800 nm		
Number of Diode Element	1024		
Bandwidth	8 nm		
Slit Width	1.2 nm, 8 nm		
Wavelength accuracy	≤ ± 1 nm		
Wavelength reproducibility	≤ ± 0.1 nm		
Spectral resolution	≤ ± 1.4 nm		
Drift	≤ 0.4 × 10 ⁻³ of AU/h (under specified condition)		
Noise	Wavelength mode: 4.5 × 10 ⁻⁶ AU		
Linearity	2.5 A		
Sampling rate	Max 100 Hz		
UHPLC Cell	optical path length: 10 mm, cell		
Volume	8 μL, equipped with temperature control function		

<p>F. LC Workstation Chromatography Software</p> <ul style="list-style-type: none"> • Extract the Smallest of Shoulder Peaks The tool can automatically recognize peaks even in complex chromatograms with high noise, and accounts for baseline drift for higher integration accuracy. • can quantify peaks that cannot be completely separated by a column. Separate peaks by simply specifying the time and wavelength • Consistent Peak Splitting Manually setting the baseline for fused peaks is time-consuming, and the peaks may be split differently depending on the user. • has Accurate Calibration function that significantly extends the dynamic range. It enables the analysis of high-concentration compounds without diluting them, and ensures a correct calibration curve <p>G. Chromatographic Data Software</p> <ul style="list-style-type: none"> • The software must be Win10 64-bit compatible • The software must be based around an Oracle database • All actions performed on projects are tracked in the System Audit Trail • The software is 21 CFR Part 11 compliant ready • No data is overwritten in the database • Applications: can perform sophisticated applications such as: <ul style="list-style-type: none"> • Interactively creating and acquiring sample sets • Defining custom reports <ul style="list-style-type: none"> - Creating and adding custom fields, and calculating custom database results - Performing tracking and trending of results using the software database - Customize management of project information - Customize report design and generation. <p>Includes the following:</p> <ol style="list-style-type: none"> 1. 1 pc Reservoir tray 2. 1 unit Uninterruptible Power Supply (UPS), 6 KVA 3. 2 pcs Multiple Outlet 4. 1 se Complete PC System which includes: i5 processor, 16GB RAM, 1TB SSD, 21 inch Monitor 5. 1 unit Continuous ink printer with inks 6. 1 kit Tool Kit 7. 1 set 47mm Glass Vacuum Filtration System including pump, AC220V, 50Hz 8. Membrane filter, Nylon, 200/pk, 1 pack 9. 1.5ml Screw-thread Clear Vial with write on spot with PTFE/white Silicone Septa 100pcs 10. Disposable Syringe without needle, 3 mL or 5mL, 100pcs/pack 11. 5 set Solvent bottles with caps and accessories (1-L Clear Media Bottle) 12. Methanol suitable for HPLC, gradient grade, ≥99.9%, 1x 2.5L 13. Acetonitrile suitable for HPLC, gradient grade, 		
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<p>LOT 2</p>	<p>≥99.9% 1x 2.5L</p> <p>14. 1 set Shim-pack XR-ODS II (2.2 um, 2.0 mm I.D. x 50 mm) with Guard Column</p> <p>Delivery Period: 120 calendar days upon receipt of NTP</p> <p>Place of Delivery: CEFA Site-GENSAN</p> <p>Multiparameter testing instrument for water and sea water, complete with accessories and documentation system:</p> <ul style="list-style-type: none"> -Must be hand-held -Must have colored LCD graphic display -Must have auto-stability function -Must be able to withstand operating temperatures of 0 to 50°C or wider range -Must have auto buffer recognition and temperature compensation for US and NIST buffers -Must be MS (military spec) waterproof and preferably with bayonet lock cable connector -Must have at least 3 calibration points for pH, turbidity, ammonium, nitrate and chloride; at least 2 calibration points for DO; at least 1 calibration point for ORP, barometer, conductivity, specific conductance, salinity and depth -Must have at least CE, RoHS, IP-67, WEEE, FCC, UN Part III, Section 38.3, test methods for lithium-ion batteries (Class 9) certifications -Must have at least built-in micro USB; cable for PC connection and cable for connection to USB memory stick for connectivity -Must include desktop software with 100 user-defined data ID tags and 100 Sites with GPS coordinates for Data management -At least 100,000 data sets (data, date, time, user-defined info); 100 files for data memory -Must have GLP compliance (GLP records can be stored and are available to view, download and print) -Must have internal GPS (coordinates are stored with measurement data and site lists) -Must be compatible with at least English language -Must have single point or continuous logging modes -Calibration menu must be password protected to prevent unauthorized sensor calibration -Must have rechargeable lithium-ion battery pack (at least 20 hours with the handheld 4 port cable and 4 smart sensors; Battery recharge time must not be longer than 9 hours using the AC power adapter) -Must have recalibration prompt function -Must have optional user ID for data security -Must be waterproof (IP-67); floats 	<p>1 SYSTEM</p>	
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	<p>-Weight with batteries (handheld): Not more than 600 grams</p> <p>-Must come with probe sensors for pH, nitrite, ammonia, salinity, conductivity, temperature, dissolved oxygen</p> <p>-Must come with at least ten (10) meters cable</p> <p>-Must come with laptop and desktop and each is compatible with their offered equipment</p> <p>-Must come with calibrator solutions for pH (pH 4,7,10) and conductivity (10, 100, 10,000)</p> <p>-Must come with calibrator cap</p> <p>After-Sales Inclusions:</p> <p>-Installation and training</p> <p>-At least 1 year warranty on service</p> <p>-Warranty on Parts: At least 3 years for the main unit; 2 years for bulkhead, cable assembly, sensors; and ODO Extended Warranty cap; 1 year for pH and pH/ORP sensor modules, ODO sensor caps, and Li-ion battery pack; 6 months for ammonium, nitrate, and chloride sensor modules</p> <p>-Availability of sales engineer for Preventive Maintenance and Calibration after warranty period</p> <p>Delivery Period: 120 calendar days upon receipt of NTP</p> <p>Place of Delivery: CEFA Site-GENSAN</p>		
LOT 3	<p>RT PCR with complete accessories and documentation system</p> <p>Thermal cycler:</p> <ul style="list-style-type: none"> - Sample block type of fixed 96-well sample block - Maximum ramp rate of 5°C/sec and average at 3.3°C/sec - Peltier heating and cooling method - Lid: 30-110°C - Temperature range of 4-100°C; accuracy of ±0.2°C of programmed target at 90°C; and uniformity of ±0.3°C well-to-well within 10 sec of arrival at 90°C - Gradient operation range of 30-100°C; and programmable span of 1-24°C <p>Optical detection:</p> <ul style="list-style-type: none"> - 6 filtered LEDs excitation - 6 filtered photodiodes detection - Range of excitation/emission wavelength of 450-730 nm - Sensitivity: Detects 1 copy of target sequence in human genomic DNA - 10 orders of magnitude dynamic range - Scan time: Single channel (3 sec); All channels 	1 SYSTEM	

	<p>(12 sec)</p> <p>System:</p> <ul style="list-style-type: none"> - 96 well sample capacity - Sample size of at least 10-50 μL - Adjustable, with angle of rotation 12-55° touch-screen user interface - Communications: USB 2.0 or above, Ethernet, WiFi - Electrical approvals: IEC, CE - Dimensions: At least (W x D x H): 33 x 56 x 36 cm (13 x 22 x 14") - Weight: At least 22 kg - With Real Time PCR License - With Real-Time PCR Run in Stand-Alone Mode <p>Operating Software</p> <ul style="list-style-type: none"> - Operating systems: At least Windows 10 - Processor speed: At least 2.4 GHz, Quad Core - RAM: At least 8 GB - Hard disk space At least 256 GB - Screen resolution: At least 1,280 x 1,024 - Drive: USB - USB port: USB 2.0 High-speed ports - Multiplex analysis: Up to 5 targets per well - Data analysis modes: PCR quantification with standard curve; melt curve analysis; gene expression analysis by relative quantity (.Cq) or normalized expression (.Cq); multiple-file gene expression analysis for comparison of an unlimited number of Cq values; allelic discrimination; end-point analysis; data analysis options include bar chart, box and whisker plot, dot plot, clustergram, scatter plot, and volcano plot; statistics include t-tests and analysis of variance (ANOVA) - Image export: Export images at any pixel size and at a resolution up to 600 dpi; save images as .bmp, .jpg, or .png files - Data export: Save, copy, and print all graphs and spreadsheets from right-click menu; export specified data in multiple formats; copy and paste into Microsoft Excel, Word, or PowerPoint file; print directly or save as PDFs customizable reports containing run settings, data graphs, and spreadsheets; export to RDML 		
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	<p>Inclusions:</p> <ul style="list-style-type: none"> - Communication cables - Instruction Manual - Computer system compatible to the software - Printer - Uninterruptible Power Supply, 3 kVA, 1 unit - Automatic Voltage Regulator, 3 kVA, 1 unit - with 1 unit PCR Cabinet - with 1unit automated DNA/RNA co-extraction system - with 2 sets of micropipette sets (100-1000ul, 10-100ul, and 1-10ul ranges) - with 2 units of vortex mixer - with 2 units of microcentrifuge - with 1 unit digital dry bath <p>Delivery Period: 120 calendar days upon receipt of NTP</p> <p>Place of Delivery: CEFA Site-GENSAN</p>		
	<p>TERM OF REFERENCE FOR THE PURCHASE OF TECHNICAL AND SCIENTIFIC EQUIPMENT FOR THE COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA)</p> <p>1. Supplier Requirements</p> <ul style="list-style-type: none"> • Legal Compliance Suppliers must comply with all applicable legal and regulatory requirements as outlined in Republic Act No. 9184 (Government Procurement Reform Act • Qualified Service Engineers Suppliers must employ a minimum of three (3) trained and certified service engineers, with expertise in handling, maintaining, and servicing advanced laboratory equipment, such as, but not limited to: Liquid Chromatography (LC) systems. Gas Chromatography (GC) systems. Tandem Mass Spectrometry configurations (e.g., LC-MS/MS, GC-MS/MS). • Equipment-Specific Training Certification Each engineer should have formal qualifications and practical experience relevant to the specific models being offered. Documentation of training (including certificates of completion or competency) must be provided to demonstrate that the engineers can handle the setup, troubleshooting, and 		

	<p>maintenance of these advanced systems. Suppliers are required to provide certification or proof of specialized training for the particular models of equipment being offered. This certification must:</p> <ul style="list-style-type: none"> ✓ Be specific to the model(s) of the equipment being proposed. ✓ Confirm that the supplier's service engineers have completed comprehensive training from the equipment manufacturer or an authorized institution. ✓ Include details of the training program, such as course content, duration, and any testing or evaluation conducted to ensure engineer competency. <ul style="list-style-type: none"> • Performance Verification (IQ, OQ, PQ) Suppliers must conduct rigorous Performance Verification upon installation of the equipment, which includes: <ul style="list-style-type: none"> ✓ Installation Qualification (IQ): Verification that the equipment is installed according to the manufacturer's specifications and is compatible with the laboratory's physical and operational environment. ✓ Operational Qualification (OQ): Testing to confirm that the equipment operates correctly and meets all operational specifications under controlled conditions. ✓ Performance Qualification (PQ): Assessment of the equipment's performance in the actual laboratory environment, ensuring it meets the required standards for accuracy, precision, and reliability in routine use. ✓ A full report for each verification stage must be provided to CEFA, with evidence that all criteria have been met before final acceptance of the equipment. • Product-Specific Specialist Suppliers should have at least one product specialist or technical expert who is trained 		
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	<p>specifically for the equipment model(s) being offered. This specialist should:</p> <ul style="list-style-type: none"> ✓ Have in-depth knowledge of the equipment's technical specifications, operational features, and best practices. ✓ Be available for consultation during the procurement process to answer technical questions and provide additional information as required. ✓ Support the laboratory in initial setup and troubleshooting, as well as in addressing complex operational challenges. <p>• Onsite Training for Laboratory Personnel The supplier is required to conduct comprehensive onsite training for CEFA laboratory personnel, which includes:</p> <ul style="list-style-type: none"> ✓ Training on safe operation and handling of the equipment. ✓ Detailed instructions on software use, data management, and data analysis for accurate and reproducible results. ✓ Routine maintenance procedures to ensure optimal performance and equipment longevity. ✓ Hands-on demonstrations and guided practice sessions to ensure staff competency. ✓ Training should be conducted by a certified trainer or product specialist and must be completed to the satisfaction of CEFA personnel. A formal training completion certificate should be provided to each trained staff member. <p>• Warranty and Prompt Technical Support Suppliers must ensure a timely response to any queries, issues, or maintenance requests. Specifically:</p> <ul style="list-style-type: none"> ✓ The supplier must guarantee an initial response to technical or operational queries within 24 hours upon notification, including weekends and holidays if necessary. ✓ Onsite support, if required, should be available within 48 hours of a request to minimize equipment downtime. ✓ A dedicated support contact (phone and email) must be provided, with a detailed escalation plan in case of urgent or unresolved issues. 		
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	<ul style="list-style-type: none">✓ Regular check-ins and periodic maintenance should be offered as part of an ongoing support agreement to ensure the equipment remains in optimal condition.✓ The supplier must provide a two-year warranty upon successful installation at the site, covering both parts and service, inclusive of free annual preventive maintenance and calibration within this period.		
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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 CEFA SBAC 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 Post-qualification

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 two (2) copies one original & one (1) duplicate copy (Copy No. 1).

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	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: <ul style="list-style-type: none"> • End-user’s certificate of acceptance or equivalent document in case of private sector contracts • Official Receipt(s)/ Sales Invoice issued for the completed project/contract.
4	Original Copy of Bid Security (any of the following:): <ul style="list-style-type: none"> ▪ Notarized Bid Securing Declaration (with IB No.) original and duly signed OR ▪ Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank (2% of the total ABC) OR ▪ Surety Bond with certification issued by the Insurance Commission (5% of the total ABC)
5	Conformity with the Technical Specifications Section VI Schedule of Requirements AND Section VII Technical Specifications <ul style="list-style-type: none"> ▪ State “comply” or “not comply” against each of the individual parameter of the item to offered.

	<ul style="list-style-type: none"> ▪ Attach brochure/manufacturer’s un-amended sales literature/ unconditional statements of specifications and compliance issued by the manufacturer, samples, independent test data...etc. as appropriate. ▪ Conformity with the Technical Specifications which must include ▪ Production/delivery schedule ▪ Manpower requirements ▪ After- sales/parts, if applicable
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) OR 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 OR Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
9	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence OR Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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)

ORIGINAL-TECHNICAL COMPONENT

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

ORIGINAL-FINANCIAL COMPONENT

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

COPY NO. 1-TECHNICAL COMPONENT

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

COPY NO. 1-FINANCIAL COMPONENT

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

ORIGINAL BID (TECHNICAL & FINANCIAL)

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

COPY NO. 1 (TECHNICAL & FINANCIAL)

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

MOTHER ENVELOPE

TO: BIDS AND AWARDS COMMITTEE
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City

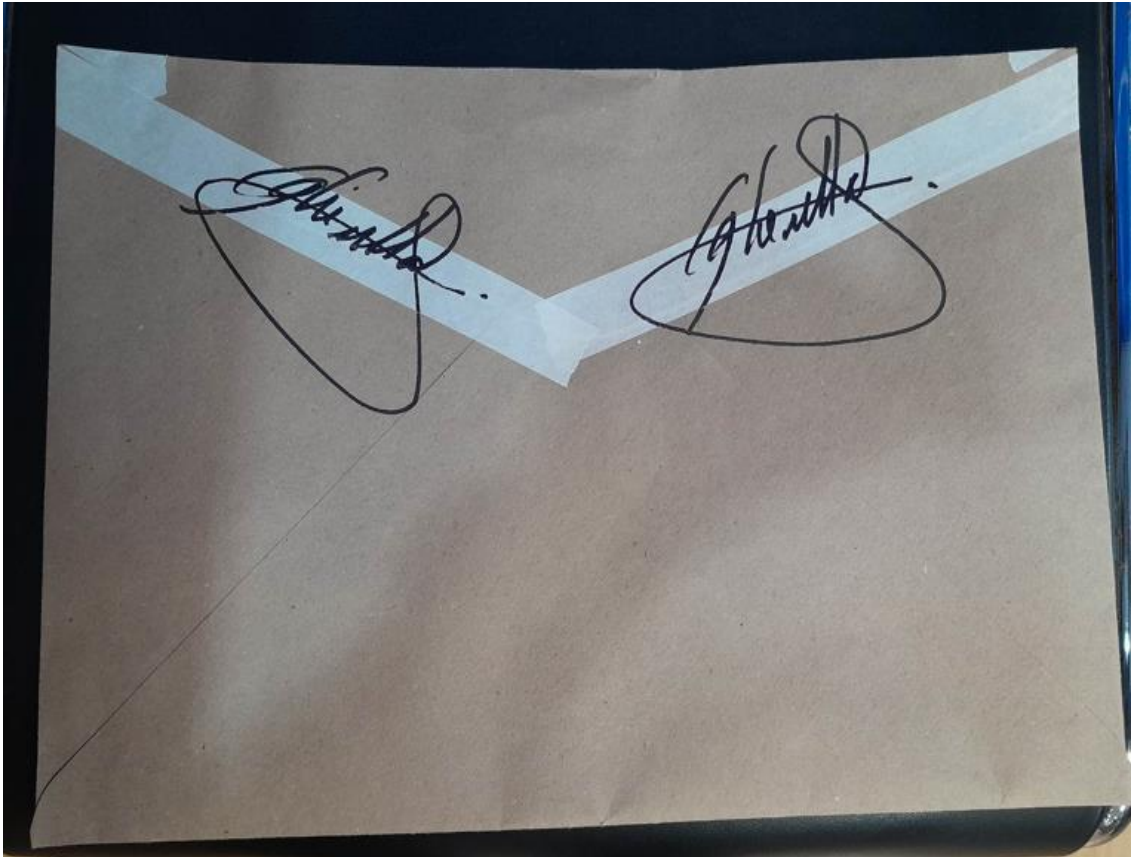
PROJECT TITLE: _____
IB No. 2024-_____

BIDDER/COMPANY NAME
ADDRESS AND CONTACT NO.

DO NOT OPEN BEFORE ... [insert date and time for the Opening of Bids]

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

- All envelopes shall be duly signed in the sealed overlaps or flaps 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 current and updated file of the following Class “A” eligibility documents 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) should have two different Document Number certified by the notary public, as these are two different or separate documents.

All notarized documents should have a dry seal.

- Declare ALL ongoing Government and Private Contracts (including contract awarded but not yet started, whether similar or not similar in nature.

FOR INFRASTRUCTURE PROJECTS

- Do not add/delete items in the issued bid form/detailed estimates for infrastructure projects (modification of bid form).
- Bidders are advised to distribute the discounts offered (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.

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	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					P

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

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

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)
SIMILAR TO THE CONTRACT TO BE BID**
(at least **50%** of the ABC within the last five (5) years)

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)

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 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	P
Less: Current Liabilities	P
Sub-Total	P
Multiplied by 15	P
Sub-Total	P
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)	P

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. CEFA-SB-2024-009**

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]

Doc No. _____
Book No. _____
Page No. _____
Series of _____

OMNIBUS SWORN STATEMENT
[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, 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 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*

[Jurat]

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

Doc No. _____
Book No. _____
Page No. _____
Series of _____

Republic of the Philippines



Government Procurement Policy Board