

PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF UPGRADED CATTLE AND UPRADED/CROSSBREED CARABAO FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS

IB No. 2025-002

Approved Budget for the Contract: P 14,300,000.00

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

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	n I. Invitation to Bid	7
Sectio	n 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	14
5.	Eligible Bidders	14
6.	Origin of Goods	15
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	
15.	Sealing and Marking of Bids	17
16.	Deadline for Submission of Bids	
17.	Opening and Preliminary Examination of Bids	
18.	Domestic Preference	18
19.	Detailed Evaluation and Comparison of Bids	
20.	Post-Qualification	19
21.	Signing of the Contract	19
Sectio	n III. Bid Data Sheet	20
Sectio	n 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
Sectio	n V. Special Conditions of Contract	26
Sectio	n VI. Schedule of Requirements	31
	n VII. Technical Specifications	
Sectio	n VIII. Checklist of Technical and Financial Documents	35

Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

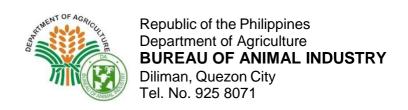
Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID IB No. 2025-002

SUPPLY AND DELIVERY OF UPGRADED CATTLE AND UPRADED/CROSSBREED CARABAO FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS

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

Lot No.	Description	Approved Budget for the Contract
1	SUPPLY AND DELIVERY OF 50 HEADS	Php 3,400,000.00
	UPGRADED/CROSSBREED CARABAO	
	(REGION V)	
2	SUPPLY AND DELIVERY OF 50 HEADS	Php 3,400,000.00
	UPGRADED/CROSSBREED CARABAO	
	(REGION VIII)	
3	SUPPLY AND DELIVERY OF 50 HEADS	Php 2,500,000.00
	UPGRADED CATTLE (REGION IV-A)	
4	SUPPLY AND DELIVERY OF 50 HEADS	Php 2,500,000.00
	UPGRADED CATTLE (REGION X)	1 , ,
5	SUPPLY AND DELIVERY OF 50 HEADS	Php 2,500,000.00
	UPGRADED CATTLE (REGION XIII)	. , ,
,	 Total Approved Budget for the Contract	Php 14,300,000.00

being the ABC to payments under the contract for the Supply and Delivery of Upgraded Cattle and Upgraded/Crossbreed Carabao for the National Organic Agriculture Program (NOAP) Recipients under IB No. 2025-002. 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 **90 calendar days upon selection of the BAI-NOAP Selection and Coordination Team**. 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 *BAI-BAC* and inspect the Bidding Documents at the address given below during 8:00A.M. 5:00 P.M., Monday to Friday until its closing period posted in the PhilGEPS.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on March 4-25, 2025 from the BAI-BAC 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	Approved Budget for the Contract	Cost of Bidding
No.		Documents (in the Philippine Peso)
1	Php 3,400,000.00	Php 4,000.00
2	Php 3,400,000.00	Php 4,000.00
3	Php 2,500,000.00	Php 3,000.00
4	Php 2,500,000.00	Php 3,000.00
5	Php 2,500,000.00	Php 3,000.00

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 **March 11, 2025, 9:30 A.M.** at **BAI-BAC Conference Room, BAI Compound, Visayas Avenue, Diliman, Quezon City** and/or through video conferencing or webcasting *via webex or google meet*, which shall be open to prospective bidders.

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

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **March 25, 2025, 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.

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.

- 9. Bid opening shall be on March 25, 2025, 9:30 A.M. at BAI-BAC Conference Room, BAI compound, Visayas Avenue, Diliman, Quezon City and/or via webex or *google meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *Bureau of Animal Industry* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in 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 Bids and Awards Committee (BAC) will use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "draw lots", in the event that two or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final LCRB (In alphabetical order, the bidders shall pick one rolled paper. The lucky bidder who would pick the paper with "Congratulations" remark shall be declared as the final bidder having LCRB and recommended for award of the contract.)
- 12. Please refer to the following schedule of activities.

Activity	Date	Remarks
Availability of Bidding documents	March 4-25, 2025	Downloadable through PhilGEPS, BAI Website and can be requested through email (bac@bai.gov.ph)
Pre-bid Conference	March 11, 2025 (9:30 am)	A Personal Meeting ID will be sent through email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to bac@bai.gov.ph
Deadline for the submission of bids	March 25, 2025 (9:00 am)	Late bids shall not be accepted. Through personal delivery or through courier at the BAI- BAC Secretariat Office Bidders must ensure that the Bid Proposals are properly delivered and received by the BAC Secretariat Office on or before the deadline of submission.
Bid Opening	March 25, 2025 (9:30 am)	A Personal Meeting ID will be sent to participants through email who submitted bid proposals on time.

13. For further information, please refer to:

MR. BENJAMIN R. GONZALES

Head, BAC Secretariat Office BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City

Email: bac@bai.gov.ph

Contact No.: (02) 8528 2240 local 1800 to 1804

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

(Original Signed)

<u>CHERYL ROSE B. CAYAD-AN, DVM, MDM</u>

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 and Delivery of Upgraded Cattle and Upgraded/Crossbreed Carabao for the National Organic Agriculture Program (NOAP) Recipients with identification number IB No. 2025-002.

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

The Procurement Project (referred to herein as "Project") is composed of *Supply and Delivery of Upgraded Cattle and Upgraded/Crossbreed Carabao for the National Organic Agriculture Program (NOAP) Recipients*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

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

Lot	Description	Approved Budget for the
No.		Contract
1	SUPPLY AND DELIVERY OF 50 HEADS	Php 3,400,000.00
	UPGRADED/CROSSBREED CARABAO	
	(REGION V)	
2	SUPPLY AND DELIVERY OF 50 HEADS	Php 3,400,000.00
	UPGRADED/CROSSBREED CARABAO	_
	(REGION VIII)	
3	SUPPLY AND DELIVERY OF 50 HEADS	Php 2,500,000.00
	UPGRADED CATTLE (REGION IV-A)	
4	SUPPLY AND DELIVERY OF 50 HEADS	Php 2,500,000.00
	UPGRADED CATTLE (REGION X)	
5	SUPPLY AND DELIVERY OF 50 HEADS	Php 2,500,000.00
	UPGRADED CATTLE (REGION XIII)	
		DI 44.200.000.00
,	Fotal Approved Budget for the Contract	Php 14,300,000.00

2.2. The source of funding is:

(i) NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

(i) Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on March 11, 2025, 9:30 A.M. and either at its physical address BAI-BAC Conference Room, BAI Compound, Visayas Avenue, Diliman, Quezon City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).

- 10.2. The Bidder's SLCC as indicated in **ITB** 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 BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

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

13. Bid and Payment Currencies

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

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.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as:

- Option 2 One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause									
5.3	For this purpos	se, contracts similar to the Project shall be:							
	a. <i>Livestock Animals</i> equivalent to at least Fifty (50%) of the total Approved Budget for the Contract per lot.								
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.								
7.1	No further inst	ructions.							
12	-	the Goods shall be quoted DDP at BAI, Quezon Cityor the rnational Commercial Terms (INCOTERMS) for this Project.							
14.1	following form a. If bid s	ecurity is in cash, cashier's/manager's check, bank draft/guarantee							
	Lot No.	ocable letter of credit, the amount are as follows: Amount of Bid Security (in PESOS) (2%)							
	1	Sixty Eight Thousand Pesos (Php 68,000.00)							
	2	Sixty Eight Thousand Pesos (Php 68,000.00)							
	3	Fifty Thousand Pesos (Php50,000.00)							
	4	Fifty Thousand Pesos (Php50,000.00)							
	5	Fifty Thousand Pesos (Php50,000.00)							
	Total	Two Hundred Eighty Six Thousand Pesos (Php 286,000.00)							
	b. If bid s	ecurity is in Surety Bond, the amount are as follows:							
	Lot No.	Amount of Bid Security (in PESOS) (5%)							
	1	One Hundred Seventy Thousand Pesos (Php 170,000.00)							
	2	One Hundred Seventy Thousand Pesos (Php 170,000.00)							
	3	One Hundred Twenty Five Thousand Pesos (Php125,000.00)							
	4	One Hundred Twenty Five Thousand Pesos (Php125,000.00)							
	5								
	Total Seven Hundred Fifteen Thousand Pesos (Php 715,000.00)								
15	Each bidder shall submit two (2) copies of bid proposal [one original copy and one duplicate copy (Copy I)] of the first and second components of its Bid. (see attached copy of Sealing and Marking of Bids)								

19.3	The project will be awarded per lot number.
20.2	Post Qualification documents (to be submitted by the bidder with the Lowest Calculated Bid/Single Calculated Bid)
	Latest Income and Business tax returns filed and paid through the Bureau of Internal Revenue (BIR) Electronic Filling and Payment System (eFPS) for the last six (6) months.
	 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.
21.2	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP delivered in Region V , VIII , IV-A , X and XIII .
	"The delivery terms applicable to this Contract are delivered in Region V, VIII, IV-A, X and XIII . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Ms. Gicell D. Iglesias.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d.performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *warranty time period* of placing the order.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until

	their receipt and final acceptance at the final destination.				
	Intellectual Property Rights –				
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.				
2.2	The terms of payment shall be:				
	[] Full payment upon completion of delivery and final acceptance for each project				
4	The inspections and tests that will be conducted: as per specifications				
5	Warranty (Section 62.1 of the 2016 revised IRR of RA No. 9184)				
	For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee.				
	a) minimum period of three (3) months, in the case of Expendable Supplies, OR				
	b) minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.				

Section VI. Schedule of Requirements

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

LOT Number	Description	Unit	Quantity	Total	Delivered, Weeks/Months	End- user
1	PR No. NOAP 2025-02- 020 SUPPLY AND DELIVERY OF 50 HEADS UPGRADED/CROSSBR EED CARABAO (REGION V)	heads	50	P3,400,000.00	90 calendar days upon selection of the BAI- NOAP Selection and Coordination Team	NOAP
2	PR No. NOAP 2025-02- 019 SUPPLY AND DELIVERY OF 50 HEADS UPGRADED/CROSSBR EED CARABAO (REGION VIII)	heads	50	P3,400,000.00	90 calendar days upon selection of the BAI- NOAP Selection and Coordination Team	NOAP
3	PR No. NOAP 2025-02- 018 SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CATTLE (REGION IV-A)	heads	50	P2,500,000.00	90 calendar days upon selection of the BAI- NOAP Selection and Coordination Team	NOAP
4	PR No. NOAP 2025-02- 017 SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CATTLE (REGION X)	heads	50	P2,500,000.00	90 calendar days upon selection of the BAI- NOAP Selection and Coordination Team	NOAP

5	PR No. NOAP 2025-02- 016 SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CATTLE (REGION XIII)	heads	50	P2,500,000.00	90 calendar days upon selection of the BAI- NOAP Selection and Coordination Team	NOAP
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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item No.	Specification	Qty	Statement of Compliance
			[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	SUPPLY AND DELIVERY OF UPGRADED CATTLE AND UPRADED/CROSSBREED CARABAO FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS ABC: P14,300,000.00		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

Project/Title	SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CARABAO FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS				
Approved Budget					
for the Contract	Php 3,400,	000.00			
Fund Source	NOAP				
End-user	Engr. Gice	Engr. Gicell D. Iglesias, NOAP Focal Person			
Place of delivery	Camarine	Camarines Sur			
-	Lot I Php 3,400,000.00				
	Region	Module	Place of Delivery	Carabao Qty (head)	
	V	1	San Jose, Camarines Sur	50 heads	
	TOTAL	1		50	
Delivery Period	Within 90 calendar days upon selection of the BAI-NOAP Selection and Coordination Team (live animals).				
Payment Terms	Upon completion of delivery and final acceptance for each project.				
Definition of Similar contract	Similar contract refers to project/s that involves supply and delivery of live animals within the last 5 years.				
	SLCC: 50% of the ABC by LOT				

	I	ECHNICAL SPECIFICATIONS
Upgraded		
Carabao	Total No. of	50 heads yearling heifer
	Head	40 24 1 11(1 25 2 1 1 1 22
	Age	18 – 24 months old (identification through dentition or animal
	I inn anni alak	record)
	Live weight	Yearling Heifer, not less than 200kg. body weight
	D 1	Not less than 3 Body Condition Score (BCS)
	Breed	Cross-bred/ Upgraded Carabao- At least 50% riverine blood (base
	0 11 1 0	on physical traits)
	Criteria for	LGU certification of No disease outbreaks (FMD, Blue Tongue, TB,
	Source Farm	and SURRA on the farm or premises of origin for past 6 months)
	Animal	Any form of identification system e. g. ear tag, RFID or bolus, etc.
	Identification	(shouldered by the supplier) to be done during selection of animals
		by BAI-NOAP Selection and Coordination Team.
	Traits and	Horns are curved in a semi-circle pointing backwards and inwards.
	Characteristics	Black body and coat, though brown coat color may sometimes be
		observed. An occasional faint chevron mark in the neck (but not as distinct as swamp type), may be acceptable

Testing	A. The test kits shall be shouldered by the Contractor. All testing shall be done at BAI-ADDRL/DA-RADDL or LGU Veterinarian based on DA AO No. 29 Series of 2022 and DA AO No. 40 Series of 2020. The Contractor shall coordinate with the BAI-ADDRL/End-user for the test kits/testing specifications.
I. Health Condition	A. The health condition of the animals should be in accordance with DA Administrative Order No. 5, Series of 2019 "GUIDELINES ON THE LOCAL TRANSPORT/SHIPMENT OF
Gonardon	ANIMALS, ANIMAL PRODUCTS AND BY-PRODUCTS." B. All carabao stocks to be delivered shall be tested negative for Brucellosis, Surra and
	Bovine TB as per stipulated in as per DA AO 5 s 2019.
	C. All animals should be in good health and condition and free from physical defects that may affect breeding potential as accepted by the BAI-NOAP Selection and Coordination Team and/or BAI Inspection Committee.
	D. All animals should have updated vaccination against Hemorrhagic Septicemia (Hemosep) and accompanied with a Veterinary Health Certificate (VHC) signed by duly licensed Veterinarian concurred by the LGU as required in DA AO 5 series 2019.
II. Transport Vehicle,	A. Transport of animals shall be done in compliance with BAI-MC No. 19 s. 2022 "Guidelines on the Harmonized Terminologies and Streamline Regulatory Procedures
Animal	for Animal Facilities, Disease Monitoring and Certification Programs of Bureau of
Handling and Other	Animal Industry Animal Health and Welfare Division (AHWD). B. In the event that the Contractor does not have its own specialized livestock vehicle, it
requirements	shall be allowed to engage the services of a shipping/trucking/transport company. The shipping/trucking/transport company must have the above-mentioned licenses and certificates, which the Contractor shall present.
III. Animal	A. The Contractor shall provide at least 120% of animals for inspection during
Selection and Inspection	selection at one site. The contractor shall notify BAI-NOAP at least 7 days prior to the selection date.
mspection	B. The BAI-NOAP Selection and Coordination Team including the Philippine
	Carabao Center (PCC) appointed selectors will check the quality and source herd of the animals and shall have the authority to reject the animals which
	would be found unhealthy or not in conformity with the requirements of the
	Contract. Individual weighing should be done with the presence of selection and
	inspection team during pre-delivery period including proper documentation showing actual weight and ear tag. Weighing and proper restraining of the animals shall be the responsibility of the Contractor.
	C. Individual animal identification such as ear tag or RFID and picture should be taken during the pre-inspection. The inspector during inspection at the time of delivery should be provided a copy of the list of animals selected.
	D. The contractor shall provide its own weighing scale during the actual selection of the animals.
	E. Incidental expenses to be incurred by the selectors and inspectors during the
	selection period will be shouldered by BAI. This includes meal allowance, per diem and land transportation fares, and other incidental expenses.
IV. Transport and	A. The contractor shall notify BAI Inspection Committee and End-user at least ten (10)
Delivery	calendar days in advance before the date of delivery. Expenses for the transport of the animal to the delivery site (FOB) as stated in the TOR shall be shouldered by the contractor.
	B. Proper handling of animals shall be the responsibility of the contractor and ensure the
	animals are secured until final acceptance.C. Shipment and transport of animals including animal feeds, water, and roughage through
	all means from source to delivery site shall be shouldered by the Contractor.
	 The Contractor shall have the responsibility to protect them from possible disease infection and any discomfort, harm or injury in conformity with the Animal Welfare Act.
	2. All costs to be incurred as necessary shall be shouldered by the Contractor to

	include all necessary licenses, certificate, permit, clearances for transport, handling, feeding veterinary health care, and local and national taxes and duties as may be required from source to delivery sites.
	3. The inspection team shall have the right to reject any of the selected animals found to be not in good body and health condition resulting from the handling, transport and shipment.
	4. The Contractor shall replace the rejected animal (s) with another animal of the same breed specifications within seven (7) working days only from the selected herd.
	The BAI shall provide final delivery site upon coordination with the LGU. LGU shall provide delivery site as coordinated.
	6. The animals to be delivered should be roped tamed, at least 8 meters in length with 0.5 inches diameter.
	7. Animal without ear tag during the delivery will not be accepted.
V. Source/Origin	A. In the event of unforeseen events such as disease outbreaks, force majeure and
of animals	other incidents of emergency in nature, diversion of delivery shall be subject to approval of the HOPE.
	B. Animals selected shall be tested against applicable diseases based on DA AO No. 5 Series of 2019.
VI. Payment	A. Payment of the delivery of the animal shall be made in the name of the
Terms	Contractor after complying with the requirements:
	The contractor shall be paid within thirty (30) calendar days upon presentation
	of original copies of the following documents after delivery and acceptance.
	a. Delivery receipt
	b. Sales invoice

Project/Title	SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CARABAO FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS				
Approved Budget					
for the Contract	Php 3,400,	000.00			
Fund Source	NOAP				
End-user	Engr. Gicell D. Iglesias, NOAP Focal Person				
Place of delivery	Northern Samar				
-	Lot II	Lot II Php 3,400,000.00			
	Region	Module	Place of Delivery	Carabao Qty (head)	
	VIII	1	Catubig, Northern Samar	50 heads	
	TOTAL	1		50	
Delivery Period	Within 90 calendar days upon selection of the BAI-NOAP Selection and Coordination Team (live animals).				
Payment Terms	Upon completion of delivery and final acceptance for each project.				
Definition of Similar contract	Similar contract refers to project/s that involves supply and delivery of live animals within the last 5 years.				
	SLCC: 50% of the ABC by LOT				

		TECHNICAL SPECIFICATIONS
Upgraded		
Carabao	Total No. of	50 heads yearling heifer
	Head	
	Age	18 – 24 months old (identification through dentition or animal
		record)
	Live weight	Yearling Heifer, not less than 200kg. body weight
		Not less than 3 Body Condition Score (BCS)
	Breed	Cross-bred/ Upgraded Carabao- At least 50% riverine blood (base
		on physical traits)
	Criteria for	LGU certification of No disease outbreaks (TB and SURRA on the
	Source Farm	farm or premises of origin for past 6 months)
	Animal	Any form of identification system e. g. ear tag, RFID or bolus, etc.
	Identification	(shouldered by the supplier) to be done during selection of animals
		by BAI-NOAP Selection and Coordination Team.
	Traits and	Horns are curved in a semi-circle pointing backwards and inwards.
	Characteristics	Black body and coat, though brown coat color may sometimes be
		observed. An occasional faint chevron mark in the neck (but not as
		distinct as swamp type), may be acceptable

Testing	A. The test kits shall be shouldered by the Contractor. All testing shall be done at BAI-ADDRL/DA-RADDL or LGU Veterinarian based on DA AO No. 29 Series of 2022 and DA AO No. 40 Series of 2020. The Contractor shall coordinate with the BAI-ADDRL/End-user for the test kits/testing specifications.
I. Health Condition	A. The health condition of the animals should be in accordance with DA Administrative Order No. 5, Series of 2019 "GUIDELINES ON THE LOCAL TRANSPORT/SHIPMENT OF ANIMALS, ANIMAL PRODUCTS AND BY-PRODUCTS." B. All carabao stocks to be delivered shall be tested negative for Brucellosis, Surra and Bovine TB as per stipulated in as per DA AO 5 s 2019. C. All animals should be in good health and condition and free from physical defects that may affect breeding potential as accepted by the BAI-NOAP Selection and Coordination Team and/or BAI Inspection Committee. D. All animals should have updated vaccination against Hemorrhagic Septicemia (Hemosep) and accompanied with a Veterinary Health Certificate (VHC) signed by duly licensed Veterinarian concurred by the LGU as required in DA AO 5 series 2019.
II. Transport Vehicle, Animal Handling and Other	A. Transport of animals shall be done in compliance with BAI-MC No. 19 s. 2022 "Guidelines on the Harmonized Terminologies and Streamline Regulatory Procedures for Animal Facilities, Disease Monitoring and Certification Programs of Bureau of Animal Industry Animal Health and Welfare Division (AHWD).
requirements	B. In the event that the Contractor does not have its own specialized livestock vehicle, it shall be allowed to engage the services of a shipping/ trucking/ transport company. The shipping/ trucking/ transport company must have the abovementioned licenses and certificates, which the Contractor shall present.
III. Animal Selection and Inspection	A. The Contractor shall provide at least 120% of animals for inspection during selection at one site. The contractor shall notify BAI-NOAP at least 7 days prior to the selection date. B. The BAI-NOAP Selection and Coordination Team including the Philippine Carabao Center (PCC) appointed selectors will check the quality and source herd of the animals and shall have the authority to reject the animals which would be found unhealthy or not in conformity with the requirements of the Contract. Individual weighing should be done with the presence of selection and inspection team during pre-delivery period including proper documentation showing actual weight and ear tag. Weighing and proper restraining of the animals shall be the responsibility of the Contractor. C. Individual animal identification such as ear tag or RFID and picture should be taken during the pre-inspection. The inspector during inspection at the time of delivery should be provided a copy of the list of animals selected. D. The contractor shall provide its own weighing scale during the actual selection of the animals. E. Incidental expenses to be incurred by the selectors and inspectors during the selection period will be shouldered by BAI. This includes meal allowance, per diem and land transportation fares, and other incidental expenses.
IV. Transport and Delivery	A. The contractor shall notify BAI Inspection Committee and End-user at least ten (10) calendar days in advance before the date of delivery. Expenses for the transport of the animal to the delivery site (FOB) as stated in the TOR shall be shouldered by the contractor. B. Proper handling of animals shall be the responsibility of the contractor and ensure the animals are secured until final acceptance. C. Shipment and transport of animals including animal feeds, water, and roughage

	through all means from source to delivery site shall be shouldered by the
	· · · · · · · · · · · · · · · · · · ·
	Contractor. 1. The Contractor shall have the responsibility to protect them from possible disease infection and any discomfort, harm or injury in conformity with the Animal Welfare Act. 2. All costs to be incurred as necessary shall be shouldered by the Contractor to include all necessary licenses, certificate, permit, clearances for transport, handling, feeding veterinary health care, and local and national taxes and duties as may be required from source to delivery sites. 3. The inspection team shall have the right to reject any of the selected animals found to be not in good body and health condition resulting from the handling, transport and shipment. 4. The Contractor shall replace the rejected animal (s) with another animal of the same breed specifications within seven (7) working days only from the selected herd. 5. The BAI shall provide final delivery site (to be included in the bid bulletin) upon coordination with the LGU. LGU shall provide delivery site as coordinated. 6. The animals to be delivered should be roped tamed, at least 8 meters in length with 0.5 inches diameter. 7. Animal without ear tag during the delivery will not be accepted.
V. Source/Origin of animals	A. In the event of unforeseen events such as disease outbreaks, force majeure and other incidents of emergency in nature, diversion of delivery shall be subject to approval of the HOPE. B. Animals selected shall be tested against applicable diseases based on DA AO No. 5 Series of 2019.
VI. Payment	A. Payment of the delivery of the animal shall be made in the name of the
Terms	Contractor after complying with the requirements:
	The contractor shall be paid within thirty (30) calendar days upon presentation of original copies of the following documents after delivery and acceptance. a. Delivery receipt b. Sales invoice

Project/Title	SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CATTLE FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS				
Approved Budget for the Contract	PhP 2,500,000.00				
Fund Source	NOAP				
End-user	Engr. Gicell D. Iglesias, NOAP Focal Person				
Place of delivery	Quezon Province Lot III Php 2,500,000.00				
	Region	Module	Place of Delivery	Upgraded Cattle Qty (head)	
	IV-A	1	General Nakar, Quezon Province	50 heads	
	TOTAL	1		50	
	Within 90 Team (live		ays upon selection of the BAI-N	NOAP Selection and	Coordination
Payment Terms	Upon completion of delivery and final acceptance for each project.				
Definition of Similar contract	Similar contract refers to project/s that involves supply and delivery of live animals within the last 5 years		live animals		
	SLCC: 50%	of the ABC	by LOT		

Upgraded Cattle		
	Total No. of	50 heads yearling heifer
	Heads	
	Age	18 – 24 months old (identification through dentition or animal
		record)
	Live weight	Yearling Heifer, not less than 180kg. body weight
		And not less than 5 Body Condition Score (BCS)
	Breed	Upgraded Cattle
	Criteria for	LGU certification of No disease outbreaks (FMD, Blue Tongue, TB
	Source Farm	and SURRA on the farm or premises of origin for past 6 months)
	Animal	Any form of identification system e. g. ear tag, earnotch, etc.
	Identification	(shouldered by the supplier) to be done during selection of
		animals by BAI-NOAP Selection and Coordination Team.

Testing	A. The test kits shall be shouldered by the Contractor. All testing shall be done at
J	BAI-ADDRL/DA-RADDL or LGU Veterinarian based on DA AO No. 29 Series of
	2022 and DA AO No. 40 Series of 2020. The Contractor shall coordinate with the
	BAI-ADDRL/End-user for the test kits/testing specifications.
I. Health	A. The health condition of the animals should be in accordance with DA Administrative
Condition	Order No. 5, Series of 2019 "GUIDELINES ON THE LOCAL TRANSPORT/SHIPMENT
	OF ANIMALS, ANIMAL PRODUCTS AND BY-PRODUCTS." B. All cattle stocks to be delivered shall be tested negative for Brucellosis, Surra and
	Bovine TB as per stipulated in as per DA AO 5 s 2019.
	C. All animals should be in good health and condition and free from physical defects
	that may affect breeding potential as accepted by BAI-NOAP Selection and
	Coordination Team and/or BAI Inspection Committee D. All animals should have updated vaccination against Hemorrhagic Septicemia
	(Hemosep) and accompanied with a Veterinary Health Certificate (VHC) signed by
	duly licensed Veterinarian concurred by the LGU as required in DA AO 5 series 2019.
II. Transport	A. Transport of animals shall be done in compliance with BAI-MC No. 19 s. 2022
Vehicle,	"Guidelines on the Harmonized Terminologies and Streamline Regulatory Procedures for Animal Facilities, Disease Monitoring and Certification Programs of
Animal Handling and	Bureau of Animal Industry Animal Health and Welfare Division (AHWD).
Other	B. In the event that the Contractor does not have its own specialized livestock vehicle, it
requirements	shall be allowed to engage the services of a shipping/ trucking/ transport company.
1	The shipping/ trucking/ transport company must have the above-mentioned licenses and certificates, which the Contractor shall present.
III. Animal	A. The Contractor shall provide at least 120% of animals for inspection during
Selection	selection at one site. The contractor shall notify BAI-NOAP at least 7 days
and	prior to the selection date.
Inspection	B. The BAI-NOAP Selection and Coordination Team will check the quality and
	source herd of the animals and shall have the authority to reject the animals
	which would be found unhealthy or not in conformity with the requirements
	of the Contract. Individual weighing should be done with the presence of
	selection and inspection team during pre-delivery period including proper
	documentation showing actual weight. Weighing and proper restraining of
	the animals shall be the responsibility of the Contractor.
	C. Individual animal identification such as ear tag or RFID and picture should be
	taken during the pre-inspection. The inspector during inspection at the time
	of delivery should be provided a copy of the list of animals selected.
	D. Incidental expenses to be incurred by the selectors and inspectors during the
	selection period will be shouldered by BAI. This includes meal allowance, per
	diem and land transportation fares, and other incidental expenses.
IV. Transport	A. The contractor shall notify BAI Inspection Committee and End-user at least ten (10)
and Delivery	calendar days in advance before the date of delivery. Expenses for the transport of the animal to the delivery site (FOB) as stated in the TOR shall be shouldered by the
	contractor.
	B. Proper handling of animals shall be the responsibility of the contractor and ensure
	the animals are secured until final acceptance.
	C. Shipment and transport of animals including animal feeds, water, and roughage through all means from source to delivery site shall be shouldered by the Contractor.
	1. The Contractor shall have the responsibility to protect them from possible
	disease infection and any discomfort, harm or injury in conformity with the
	Animal Welfare Act.
	2. All costs to be incurred as necessary shall be shouldered by the Contractor to include all necessary licenses, certificate, permit, clearances for transport,
	metade an necessary necesses, certificate, permit, clearances for transport,

	 handling, feeding veterinary health care, and local and national taxes and duties as may be required from source to delivery sites. 3. The inspection team shall have the right to reject any of the selected animals found to be not in good body and health condition resulting from the handling, transport and shipment. 4. The Contractor shall replace the rejected animal (s) with another animal of the same breed specifications within seven (7) working days only from the selected herd. 5. The BAI shall provide final delivery site (to be included in the bid bulletin) upon coordination with the LGU. LGU shall provide delivery site as coordinated. 6. The animals to be delivered should be roped tamed, at least 8 meters in length with 0.5 inches diameter. 7. Animal without ear tag during the delivery will not be accepted.
V. Source/Orig in of animals	 A. In the event of unforeseen events such as disease outbreaks, force majeure and other incidents of emergency in nature, diversion of delivery shall be subject to approval of the HOPE. B. Animals selected shall be tested against applicable diseases based on DA AO No. 5 Series of 2019.
VI. Payment Terms	 A. Payment of the delivery of the animal shall be made in the name of the Contractor after complying with the requirements: The contractor shall be paid within thirty (30) calendar days upon presentation of original copies of the following documents after delivery and acceptance. a. Delivery receipt b. Sales invoice

Project/Title	SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CATTLE FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS				
Approved Budget for the Contract	PhP 2,500,000.00				
Fund Source	NOAP				
End-user	Engr. Gicell D. Iglesias, NOAP Focal Person				
Place of delivery	Lanao del Lot IV	Lanao del Norte Lot IV Php 2,500,000.00			
	Region	Module	Place of Delivery	Upgraded Cattle Qty (head)	
	X	1	Kauswagan, Lanao del Norte	50 heads	
	TOTAL	1		50	
	Within 90 Team (live		ys upon selection of the BAI-N	NOAP Selection and Co	oordination
Payment Terms	Upon completion of delivery and final acceptance for each project.				
Definition of Similar contract	within the	Similar contract refers to project/s that involves supply and delivery of live animals within the last 5 years SLCC: 50% of the ABC by LOT			

Upgraded Cattle		
	Total No. of	50 heads yearling heifer
	Heads	
	Age	18 – 24 months old (identification through dentition or animal
		record)
	Live weight	Yearling Heifer, not less than 180kg. body weight
		And not less than 5 Body Condition Score (BCS)
	Breed	Upgraded Cattle
	Criteria for	LGU certification of No disease outbreaks (FMD, Blue Tongue, TB
	Source Farm	and SURRA on the farm or premises of origin for past 6 months)
	Animal	Any form of identification system e. g. ear tag, earnotch, etc.
	Identification	(shouldered by the supplier) to be done during selection of
		animals by BAI-NOAP Selection and Coordination Team.

Testing	A. The test kits shall be shouldered by the Contractor. All testing shall be done at
	BAI-ADDRL/DA-RADDL or LGU Veterinarian based on DA AO No. 29 Series of 2022
	and DA AO No. 40 Series of 2020. The Contractor shall coordinate with the BAI-
	ADDRL/End-user for the test kits/testing specifications.
I. Health	A. The health condition of the animals should be in accordance with DA
Condition	Administrative Order No. 5, Series of 2019 "GUIDELINES ON THE LOCAL TRANSPORT/SHIPMENT OF ANIMALS, ANIMAL PRODUCTS AND BY-PRODUCTS."
	B. All cattle stocks to be delivered shall be tested negative for Brucellosis, Surra and
	Bovine TB as per stipulated in as per DA AO 5 s 2019.
	C. All animals should be in good health and condition and free from physical defects
	that may affect breeding potential as accepted by the BAI-NOAP Selection and
	Coordination Team and/or BAI Inspection Committee.
	D. All animals should have updated vaccination against Hemorrhagic Septicemia
	(Hemosep) and accompanied with a Veterinary Health Certificate (VHC) signed by duly licensed Veterinarian concurred by the LGU as required in DA AO 5 series 2019.
II. Transport	A. Transport of animals shall be done in compliance with BAI-MC No. 19 s. 2022
Vehicle, Animal	"Guidelines on the Harmonized Terminologies and Streamline Regulatory
Handling and	Procedures for Animal Facilities, Disease Monitoring and Certification Programs of
Other	Bureau of Animal Industry Animal Health and Welfare Division (AHWD).
requirements	
	B. In the event that the Contractor does not have its own specialized livestock
	vehicle, it shall be allowed to engage the services of a shipping/ trucking/ transport company. The shipping/ trucking/ transport company must have the above-
	mentioned licenses and certificates, which the Contractor shall present.
III. Animal	A. The Contractor shall provide at least 120% of animals for inspection during
Selection and	selection at one site. The contractor shall notify BAI-NOAP at least 7 days prior to
Inspection	the selection date.
	B. The BAI-NOAP Selection and Coordination Team will check the quality and source
	herd of the animals and shall have the authority to reject the animals which would be
	found unhealthy or not in conformity with the requirements of the Contract.
	Individual weighing should be done with the presence of selection and inspection
	team during pre-delivery period including proper documentation showing actual
	weight. Weighing and proper restraining of the animals shall be the responsibility of
	the Contractor.
	C. Individual animal identification such as ear tag or RFID and picture should be
	taken during the pre-inspection. The inspector during inspection at the time of
	delivery should be provided a copy of the list of animals selected.
	D. Incidental expenses to be incurred by the selectors and inspectors during the
	selection period will be shouldered by BAI. This includes meal allowance, per diem
	and land transportation fares, and other incidental expenses.
IV. Transport and	A. The contractor shall notify BAI Inspection Committee and End-user at least ten
Delivery	(10) calendar days in advance before the date of delivery. Expenses for the transport
	of the animal to the delivery site (FOB) as stated in the TOR shall be shouldered by the contractor.
	B. Proper handling of animals shall be the responsibility of the contractor and ensure
	the animals are secured until final acceptance.
	C. Shipment and transport of animals including animal feeds, water, and roughage
	through all means from source to delivery site shall be shouldered by the Contractor.
	1. The Contractor shall have the responsibility to protect them from possible

	disease infection and any discomfort, harm or injury in conformity with the Animal Welfare Act.
	2. All costs to be incurred as necessary shall be shouldered by the Contractor to include all necessary licenses, certificate, permit, clearances for transport, handling, feeding veterinary health care, and local and national taxes and duties as may be required from source to delivery sites.3. The inspection team shall have the right to reject any of the selected animals
	found to be not in good body and health condition resulting from the handling, transport and shipment. 4. The Contractor shall replace the rejected animal (s) with another animal of the same breed specifications within seven (7) working days only from the selected herd.
	5. The BAI shall provide final delivery site (to be included in the bid bulletin) upon coordination with the LGU. LGU shall provide delivery site as coordinated. 6. The animals to be delivered should be roped tamed, at least 8 meters in length with 0.5 inches diameter.
	7. Animal without ear tag during the delivery will not be accepted.
V. Source/Origin of animals	A. In the event of unforeseen events such as disease outbreaks, force majeure and other incidents of emergency in nature, diversion of delivery shall be subject to approval of the HOPE.
	B. Animals selected shall be tested against applicable diseases based on DA AO No. 5 Series of 2019.
VI. Payment Terms	A. Payment of the delivery of the animal shall be made in the name of the Contractor after complying with the requirements:
	The contractor shall be paid within thirty (30) calendar days upon presentation of original copies of the following documents after delivery and acceptance. c. Delivery receipt
	d. Sales invoice

Project/Title	SUPPLY AND DELIVERY OF 50 HEADS UPGRADED CATTLE FOR THE NATIONAL ORGANIC AGRICULTURE PROGRAM (NOAP) RECIPIENTS				
Approved Budget for the Contract					
Fund Source	NOAP				
End-user	Engr. Gicel	Engr. Gicell D. Iglesias, NOAP Focal Person			
Place of delivery	Agusan de Lot V	Agusan del Sur Lot V Php 2,500,000.00			
	Region	Module	Place of Delivery	Upgraded Cattle Qty (head)	
	XIII	1	Sibagat, Agusan del Sur	50 heads	
	TOTAL	1		50	
	Within 90 calendar days upon selection of the BAI-NOAP Selection and Coordination Team (live animals).				
Payment Terms	Upon com	pletion of de	elivery and final acceptance fo	r each project.	
Definition of Similar contract within the last 5			s to project/s that involves sup	oply and delivery of	live animals
	SLCC: 50% of the ABC by LOT				

Upgraded Cattle		
	Total No. of	50 heads yearling heifer
	Heads	
	Age	18 – 24 months old (identification through dentition or animal
		record)
	Live weight	Yearling Heifer, not less than 180kg. body weight
		And not less than 5 Body Condition Score (BCS)
	Breed	Upgraded Cattle
	Criteria for	LGU certification of No disease outbreaks (TB and SURRA on the
	Source Farm	farm or premises of origin for past 6 months)
	Animal	Any form of identification system e. g. ear tag, earnotch, etc.
	Identification	(shouldered by the supplier) to be done during selection of
		animals by BAI-NOAP Selection and Coordination Team.

Testing	A. The test kits shall be shouldered by the Contractor. All testing shall be done at BAI-
- 55 58	ADDRL/DA-RADDL or LGU Veterinarian based on DA AO No. 29 Series of 2022 and
	DA AO No. 40 Series of 2020. The Contractor shall coordinate with the BAI-
	ADDRL/End-user for the test kits/testing specifications.
	The bitting that user for the test kits/ testing specifications.
I. Health	A. The health condition of the animals should be in accordance with DA
Condition	Administrative Order No. 5, Series of 2019 "GUIDELINES ON THE LOCAL
	TRANSPORT/SHIPMENT OF ANIMALS, ANIMAL PRODUCTS AND BY-PRODUCTS."
	B. All cattle stocks to be delivered shall be tested negative for Brucellosis, Surra and Bovine TB as per stipulated in as per DA AO 5 s 2019.
	C. All animals should be in good health and condition and free from physical defects
	that may affect breeding potential as accepted by the BAI-NOAP Selection and
	Coordination Team and/or BAI Inspection Committee. D. All animals should have updated vaccination against Hemorrhagic Septicemia
	(Hemosep) and accompanied with a Veterinary Health Certificate (VHC) signed by
	duly licensed Veterinarian concurred by the LGU as required in DA AO 5 series 2019.
II. Transport	A. Transport of animals shall be done in compliance with BAI-MC No. 19 s. 2022
Vehicle,	"Guidelines on the Harmonized Terminologies and Streamline Regulatory Procedures
Animal	for Animal Facilities, Disease Monitoring and Certification Programs of Bureau of
Handling and	Animal Industry Animal Health and Welfare Division (AHWD).
Other requirements	B. In the event that the Contractor does not have its own specialized livestock vehicle,
requirements	it shall be allowed to engage the services of a shipping/ trucking/ transport company.
	The shipping/ trucking/ transport company must have the above-mentioned licenses
	and certificates, which the Contractor shall present.
III. Animal	A. The Contractor shall provide at least 120% of animals for inspection during
Selection and	selection at one site. The contractor shall notify BAI-NOAP at least 7 days prior to the
Inspection	selection date.
	B. The BAI-NOAP Selection and Coordination Team will check the quality and source
	herd of the animals and shall have the authority to reject the animals which would be
	found unhealthy or not in conformity with the requirements of the Contract.
	Individual weighing should be done with the presence of selection and inspection
	team during pre-delivery period including proper documentation showing actual
	weight. Weighing and proper restraining of the animals shall be the responsibility of
	the Contractor. C. Individual animal identification such as ear tag or RFID and picture should be taken
	during the pre-inspection. The inspector during inspection at the time of delivery
	should be provided a copy of the list of animals selected.
	D. Incidental expenses to be incurred by the selectors and inspectors during the
	selection period will be shouldered by BAI. This includes meal allowance, per diem
	and land transportation fares, and other incidental expenses.
III m	A The contractor shall notify DAI In-marking Committee E.
IV. Transport and Delivery	A. The contractor shall notify BAI Inspection Committee and End-user at least ten (10) calendar days in advance before the date of delivery. Expenses for the transport of the animal
Denvery	to the delivery site (FOB) as stated in the TOR shall be shouldered by the contractor.
	B. Proper handling of animals shall be the responsibility of the contractor and ensure the
	animals are secured until final acceptance. C. Shipmont and transport of animals including animal foods, water, and roughage through all
	C. Shipment and transport of animals including animal feeds, water, and roughage through all means from source to delivery site shall be shouldered by the Contractor.
	1. The Contractor shall have the responsibility to protect them from possible disease
	infection and any discomfort, harm or injury in conformity with the Animal Welfare Act.

	 All costs to be incurred as necessary shall be shouldered by the Contractor to include all necessary licenses, certificate, permit, clearances for transport, handling, feeding veterinary health care, and local and national taxes and duties as may be required from source to delivery sites. The inspection team shall have the right to reject any of the selected animals found to be not in good body and health condition resulting from the handling, transport and shipment. The Contractor shall replace the rejected animal (s) with another animal of the same breed specifications within seven (7) working days only from the selected herd. The BAI shall provide final delivery site (to be included in the bid bulletin) upon coordination with the LGU. LGU shall provide delivery site as coordinated. The animals to be delivered should be roped tamed, at least 8 meters in length with 0.5 inches diameter. Animal without ear tag during the delivery will not be accepted.
V. Source/Origin of animals	A. In the event of unforeseen events such as disease outbreaks, force majeure and other incidents of emergency in nature, diversion of delivery shall be subject to approval of the HOPE. B. Animals selected shall be tested against applicable diseases based on DA AO No. 5 Series of 2019.
VI. Payment Terms	 A. Payment of the delivery of the animal shall be made in the name of the Contractor after complying with the requirements: The contractor shall be paid within thirty (30) calendar days upon presentation of original copies of the following documents after delivery and acceptance. e. Delivery receipt f. Sales invoice

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

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

Bidders are encouraged to submit the Technical and Financial Documents in two (2) copies for the following purposes:

- 1. **Original Copy** reference of the BAC during the Opening of Bids/Evaluation and to be attached to the payment/voucher of the contractor/supplier
- 2. **Copy No. 1** reference of the Technical Working Group for the conduct of 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 p			
	accordance with Section 8.5.2 of the IRR		
2			
	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:		
	 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:)		
	 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		
	 State "comply" or "not comply" against each of the individual parameter of the item to offered. 		
	 Attach brochure/manufacturer's un-amended sales literature/ unconditional statements 		

	of specifications and compliance issued by the manufacturer, samples, independent test dataetc. 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	ORIGINAL BID (TECHNICAL & FINANCIAL)
BIDDER/COMPANY NAME ADDRESS AND CONTACT NO. DO NOT OPEN BEFORE [insert date and time for the Opening of Bids]	TO: BIDS AND AWARDS COMMITTEE BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City
	PROJECT TITLE: IB No. 2024
ORIGINAL-FINANCIAL COMPONENT TO: BIDS AND AWARDS COMMITTEE BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City	BIDDER/COMPANY NAME ADDRESS AND CONTACT NO.
PROJECT TITLE: IB No. 2024	DO NOT OPEN BEFORE [Insert date and time for the Opening of Bids]
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-	COPY NO. 1 (TECHNICAL & FINANCIAL)
BIDDER/COMPANY NAME ADDRESS AND CONTACT NO. DO NOT OPEN BEFORE [insert date and time for the Opening of Bids]	TO: BIDS AND AWARDS COMMITTEE BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City
DO NOT OF EN DEL ONE [insert date and untertof site Opening of Diday]	PROJECT TITLE:
COPY NO. 1-FINANCIAL COMPONENT TO: BIDS AND AWARDS COMMITTEE BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City	IB No. 2024 BIDDER/COMPANY NAME ADDRESS AND CONTACT NO. DO NOT OPEN BEFORE [insert date and time for the Opening of Bids]
PROJECT TITLE: IB No. 2024	
BIDDER/COMPANY NAME ADDRESS AND CONTACT NO.	
DO NOT ODEN REFORE lineart date and time for the Opening of Ridal	

MOTHER ENVELOPE

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

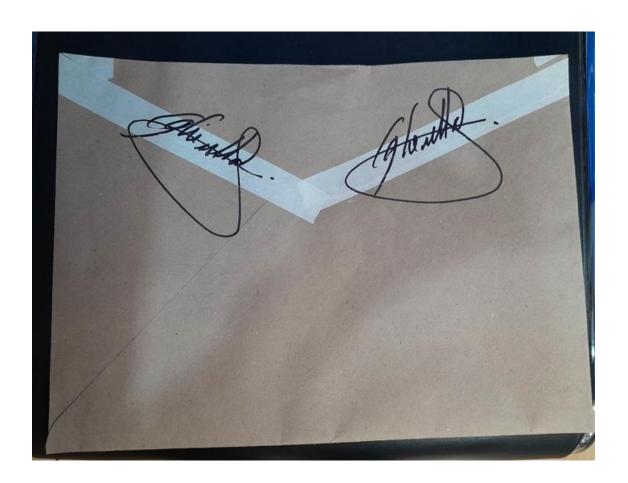
> PROJECT TITLE: _____ IB No. 2024-

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



Other Additional Instruction/s:

FOR GOODS AND INFRASTRUCTURE PROJECTS

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

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

The notarized documents particularly the Bid Securing Declaration (BSD) and the Omnibus Sworn Statement (OSS) 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 <u>ALL</u> ongoing Government and Private Contracts (including contract awarded but not yet started, whether similar or not similar in nature.

FOR INFRASTRUCTURE PROJECTS

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

FINANCIAL BID FORM FOR THE PROCUREMENT OF GOODS

[shall be submitted with the Bid]

Date: Project Identification No.:
To: BUREAU OF ANIMAL INDUSTRY Visayas Avenue, Diliman, Quezon City
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
 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.

58

receive.

PBDs.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may

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

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 G	Goods Offered f	rom Abro	oad		
Name o	of Bidder _				Project II	D 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:								
Signatu	ıre:			l 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					Proje	_ Pageof			
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:								
Duly	authorized t	o sign the	Bid for ar	nd behal	lf 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: I	<mark>f no ongoin</mark>	<mark>g contract,</mark>	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)

-		-			
	N. I	_	. 4-	•	•

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	<u> </u>
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]

	IC OF THE PHILIPPINES) S.S.
X	BID SECURING DECLARATION IB NO. 2025-002
V	UREAU OF ANIMAL INDUSTRY isayas Avenue, Diliman uezon City
I/We, the	undersigned, declare that:
	understand that, according to your conditions, bids must be supported by a Bid rity, which may be in the form of a Bid Securing Declaration.
contr Orde Use of the p decla	accept that: (a) I/we will be automatically disqualified from bidding for any procurement act with any procuring entity for a period of two (2) years upon receipt of your Blacklisting r; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by procuring entity for the commission of acts resulting to the enforcement of the bid securing aration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184 but prejudice to other legal action the government may undertake.
	e understand that this Bid Securing Declaration shall cease to be valid on the following mstances:
b. I a v c. 1	Upon expiration of the bid validity period, or any extension thereof pursuant to your equest; 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 vaiver to avail of said right; and 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.
	NESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] [year of execution].
	[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant
Book No.	[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

				-
REPUBLIC	OF	THE	PHILIPPINES)
CITY/MUNICIPALIT	ΓΥ OF) S	.S.		

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the enduser unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

	Revised Po	enal Coc	<u>le.</u>									-			
IN V	WITNESS	WHER	REOF, I	have	hereun	to se	t my	han	d this	·		_ day	of	 , 20	at
Phili	ippines.	_													
		WHER -	REOF, I	have	hereun	to se	t my	han	d this			_ day	of		, 20

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

[Jurat]

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

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