



**BSWM- BIDS AND AWARDS COMMITTEE**  
**SUPPLEMENTAL BID BULLETIN NO. 1**

**CONTRACT: Construction of PD1435 Buildings 1 & 2 and NSWRRDC-HILLPEZ Tanay Building (QCM Facility & Soil Laboratory and Administration Building) for CY 2025 -IB No. BSWM 2025-00-022**

This Addendum is being issued in accordance with Section 22.5.2 of the IRR of RA 9184, to clarify and modify some provisions of the Bidding Document. **THIS SHALL FORM AN INTEGRAL PART OF THE BID DOCUMENT. Likewise, the succeeding agreements and reminders were discussed during the Pre-Bid Conference held last December 04, 2024, at the BSWM Lecture Room 2 and via Videoconferencing-Zoom.**

**I. AMENDMENTS OF THE BIDDING DOCUMENT:**

ORIGINAL	AMENDED
<p>A complete set of Bidding Documents may be acquired by interested bidders December 16, 2024, 3:00PM from given address and website/s below, upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 50,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees on or before the deadline of submission of bids.</p> <p>Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before December 17, 2024, 9:00AM. Late bids shall not be accepted.</p> <p>Bid opening shall be on December 17, 2024, 9:30AM at the given address below and through videoconferencing/webcasting via ZOOM and streamed live through BSWM Procurement Service Facebook Page. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p>	<p>A complete set of Bidding Documents may be acquired by interested bidders <b>December 19, 2024, 3:00PM</b> from given address and website/s below, upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 50,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees on or before the deadline of submission of bids.</p> <p>Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before <b>December 20, 2024, 9:00AM</b>. Late bids shall not be accepted.</p> <p>Bid opening shall be on <b>December 20, 2024, 9:30AM</b> at the given address below and through videoconferencing/webcasting via ZOOM and streamed live through BSWM Procurement Service Facebook Page. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p>
	<p><b>Requirement as part of your Technical Proposal:</b> <b><u>Certificate of site inspection</u></b></p> <ul style="list-style-type: none"><li>• <b>BSWM Quezon City</b><ul style="list-style-type: none"><li>○ <b>Date: on or before December 11, 2024</b></li></ul></li></ul>

ORIGINAL	AMENDED
	<ul style="list-style-type: none"> <li>○ <b>Contact Person: Mr. Vince Albert P. Ching and/or Mr. Christopher Edaugal of BSWM Laboratory Services Division (09174244826)</b></li> <li>• <b>NSWRRDC HillPEZ Tanay, Rizal</b> <ul style="list-style-type: none"> <li>○ <b>Date: on or before December 11, 2024</b></li> <li>○ <b>Contact Person: Ms. Melody Orogo of NSWRRDC HillPEZ (0961-743-2878)</b></li> </ul> </li> </ul>
	<i>Completion of the Works is required <b>within 300 Calendar days upon receipt of Notice to Proceed</b></i>
<u>Section VI. Specifications</u>	<u><b>Section VI. Specifications</b></u>  <b>Please refer to Annex A: Revised Terms of Reference</b>

**REMINDERS DURING THE PRE-BID CONFERENCE:**

**RA 9184 Section 30.1:**

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

“Any lacking document can cause the submitted bid to be automatically rated failed.”

**GPPB Resolution No. 15-2021 dated October 14, 2021**

For the purpose of updating the Certificate of Registration and Membership, **all Class “A” eligibility documents** mentioned in Section 8.5, supporting the veracity, authenticity and validity of the Certificate **shall remain current and updated**. The **failure by the prospective bidder to update its Certificate with the current and updated Class “A” eligibility documents shall result in the automatic suspension of the validity of its Certificate** until such time that all of the expired Class “A” eligibility documents has been updated.

- Below are the **acceptable forms of bid security** that bidders may opt to use, **which shall include the Bid Securing Declaration**. The amount of which shall not be less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the required Percentage of the ABC)
Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)

Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
Bid Securing Declaration (Signed and Notarized)	

**NOTE:** Bidders SHALL use ATTACHED template of Bid Securing Declaration.

**Other forms of Bid Securing Declaration will NOT BE ACCEPTED and SHALL BE RATED “FAILED”.**

Please note that your Bids and Bid Securities should be valid and firm for a period that shall not exceed one hundred twenty (120) calendar days after the date of the opening of bids.

- Net Financial Contracting Capacity (NFCC):

The computation of a prospective bidder’s NFCC must be **at least equal to the ABC to be bid** or, for procurement by lot, **at least equal to the sum of all the ABCs of lots to which it participated.**

NFCC= Current assets minus current liabilities multiplied by 15 (constant factor) minus the value of all outstanding or uncompleted portions of on-going contracts, including awarded contract/s yet to be started, coinciding with the contract to be bid.

**Important Reminders:**

Supplier **shall coordinate with the End-user and Property Management Unit for the final schedule of delivery.**

To schedule the delivery, please click this link or scan the QR code:

<https://sites.google.com/view/pmu-scheduleofdelivery/home>



**Sealing and Marking of Bid:**

**The bidders shall submit:**

- ✓ One (1) ORIGINAL COPY.
- ✓ One (1) DUPLICATE COPY.
- ✓ One (1) PDF COPY in a USB – to be placed inside the Duplicate Copy of Technical Proposal and Duplicate Copy of Financial Proposal.

**NOTE:**

- All photocopied documents must be stamped and signed “Certified True Copy”.
- And all pages/documents must be duly signed by the authorized representative (both original and duplicate copies).
- For easy reference, all bidders are requested to provide dog-ear codes/ tabs in the presentation of their documents.
- **One (1) bid proposal for each lot participated in**, if applicable.

**Reminders:**

- Bidders responsibility to read, study, and review the Bidding Document and Bid Bulletin/s of the procurement project.

- Further clarification/s on the Bidding Document shall be in writing and must be submitted 10 days before the Opening of Bids.
- All bidders who wish to join the bidding shall download the attached document from PhilGEPS website to be included in the Document Request List (DRL).
- Bidders may download the updated Bidding Forms at GPPB Website (<https://www.gppb.gov.ph/downloadables.php>).
- In case of withdrawal of submitted bid, a letter stating their intention to withdraw from the project should be submitted by the bidder not later than the scheduled deadline of submission and opening of bids.
- Bidders declared to have the Lowest/ Single Calculated Bid will be subject for Post-qualification.
- Bidder shall submit the additional requirements listed on the NOTICE as LCB/ SCB within five (5) calendar days from receipt of Notice for Post qualification. Non-compliance can be grounds for post-disqualification.
- Winning Bidders declared to have the Lowest/Single Calculated and Responsive Bid shall submit its Performance Bond and Signed Contract Agreement within ten (10) calendar days from receipt of Notice of Award. Non-compliance can be grounds for forfeiture of award.
- Bidders shall comply **STRICTLY** with Section VI. Schedule of Requirement

**Note:**

NO EXTENSION shall be accepted/ entertained except on meritorious grounds. Late delivery without approved extension request shall be liable for liquidation damages in accordance with Section 3.1 Annex D of RA 9184.

Letter of extension shall be received by the BAC Secretariat before the lapse of the original delivery requirement.

**Clause 4. Section II. Instruction to Bidders: 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.

For guidance and information of all concerned.

**DENISE A. SOLANO**

BAC Chairperson



## **ANNEX A**

### **REVISED TERMS OF REFERENCE**

#### **Construction of PD1435 Buildings 1 & 2 and NSWRRDC-HILLPEZ Tanay Building (QCM Facility & Soil Laboratory and Administration Building)**

##### **I. BACKGROUND**

Currently, the four sections—Regulatory Section, Quality Assurance Section, LIMS Section, and TEIC (Calibration) Section—are occupying very limited space within the Laboratory Services Division of the BSWM SRDC Building. With the forthcoming Plantilla positions aimed at strengthening the implementation of PD 1435 and institutionalizing the PD 1435 Regulatory and Soil Governance Division in the Bureau of Soils and Water Management, the existing offices will be insufficient for the additional personnel in these sections.

To address this issue, we propose the construction of two buildings at the Quezon City site. These new buildings will accommodate the additional staff and personnel to be hired under the PD 1435 Plantilla positions. Additionally, a new building is proposed for the NSWRRDC-HILLPEZ Tanay Research Station, which will include facilities for the QCM and Soil Laboratory, as well as an Administration Building, to house both existing and future staff.

##### **II. OBJECTIVE**

The objective of constructing the proposed buildings is to provide adequate space for the additional staff and personnel required under the PD 1435 Plantilla positions, thereby enhancing the operational efficiency of the Regulatory and Soil Governance Division. Additionally, the new facilities will support the NSWRRDC-HILLPEZ Tanay Research Station by accommodating current and future staff while facilitating advanced research and administrative functions.

##### **III. APPROVED BUDGET FOR THE CONTRACT**

The total approved budget for the contract (“ABC”) for this procurement is **Two Hundred Twenty Million Pesos (Php220,000,000.00)**. Please see the attached breakdown of cost estimate for reference.

##### **IV. GENERAL REQUIREMENTS**

- a. The contractor is required to conduct a site survey to verify the present condition of the site and determine potential problems that may affect the implementation of the project.
- b. The contractor shall provide all necessary resources (services and materials) to complete the project. The contractor is required to submit the corresponding list to declare the personnel, equipment, materials, tools, vehicles, etc. to be deployed in this project.
  - i. No work shall be initiated until the notice to proceed (NTP) from the procuring entity has been issued.
- c. The contractor shall only be allowed to work at the site within the approved schedules provided by the Building and Grounds Administration (BGA) unless otherwise agreed upon between Bureau of Soils and Water Management (BSWM), the Contractor and the BGA.
- d. The Contractor shall provide the materials, tools, safety equipment, labor and other necessary services capable of producing the required quality and quantity of work to complete the project.
  - i. **The contractor shall be responsible for the security of all materials and equipment before and during project implementation. Materials shall be carefully handled, properly stored, and defective items shall be replaced without additional cost to Bureau of Soils and Water Management. Materials, including but not limited to, furniture, fixtures, ICT equipment, appliances and other equipment to be used shall be approved by the Procuring Entity first prior to installation.**
  - ii. All workmanship shall be of good quality and performed in accordance with industry standards.
- e. **All required documents such as revised plans and building permits from the Office of the Building Official/DPWH/and other authorities must be provided by the contractor before beginning any construction activities, unless otherwise agreed. This also includes the following:**
  - i. Other necessary permits, insurances, bonds, and other fees.
- f. The contractor shall provide necessary plans, schedules, and drawings needed for the completion of the project.
- g. The contractor shall assign personnel to attend all project meetings and prepare project status reports. The personnel to be assigned must be professional with the necessary technical skills and experience.
  - i. Project status reports shall contain the following documents: (1) site photos (before and after renovation); (2) work around/ alternative solution or variation of scope recommendations (if necessary); and (3) any other requested relevant information required to report the progress of performance.
- h. The contractor shall always keep the work area free from accumulation of construction debris/scraps/waste materials and organized. Ensure that all the area covered in the statement of work shall be left in a condition that is acceptable to the Building Administration.
- i. The contractor shall not conduct any work that is beyond this statement of work unless directed or approved in writing by authorized BSWM employee/s. Any work done by the contractor beyond this statement of work and specifications without direction from the authorities will be at the contractor's own risk and at no cost to the BSWM.



- j. The Procuring Entity may, at any time, make changes to the project scope by altering, adding to, or deducting from the work based on written instructions and approved Variation Orders without invalidating the contract and in accordance with government procurement guidelines and accounting rules.
- k. The contractor shall submit the final as-built plans after the completion of the project.
- l. **The designer of the Detailed Engineering Plans may be consulted during construction to provide guidance and verify compliance, with any consultation fees to be covered by the contractor.**
- m. **Pre-construction and During Construction Phase - Processing of Building Permit including its Fees, Gov't Clearances and fees, Location Clearance fees, Electric Temporary Connections Fees, Water Utilities Temporary Connections, (Tax Inclusive for all permits), Preparation of grounds breaking ceremonies & Inauguration ceremonies.**
- n. **Post Construction Phase - Processing of Occupancy Permits and fees, Processing of Permit to Operate for Generator and Elevators, Securing Permanent Electric Connections and Fees, Securing Permanent Water Utilities Connections and Securing/Processing, Application & Accreditation of Pollution Control Officers and other Necessary requirements.**

## V. MANPOWER REQUIREMENT

The contractor shall provide an adequate number of duly qualified personnel to perform the work specified herein. All personnel must be authorized, properly trained, and equipped to carry out their tasks in accordance with the terms and conditions. The key personnel must meet the minimum years of experience requirements outlined below:

Key Personnel	Description	Minimum Years of experience required	Documents
Project Manager (1)	Licensed Architect or Civil Engineer	Five (5) years	Curriculum Vitae/Resume Valid Professional Identification Card issued by Professional Regulation Commission (PRC)
Site Engineer (1)	Licensed Civil Engineer	Three (3) years	
Structural Engineer (1)	Licensed Civil Engineer	Three (3) years	
Electrical Engineer (1)	Licensed Electrical Engineer	Three (3) years	
Mechanical Engineer (1)	Licensed Mechanical Engineer	Three (3) years	
Electronics Engineer (1)	Licensed Electronics Engineer	Three (3) years	
Sanitary Engineer (1)	Licensed Sanitary Engineer	Three (3) years	
Safety Officer (1)	Licensed Engineer/OSHA Certified Personnel	Three (3) years	



The contractor shall provide Support Staff with a minimum of three (3) years of experience in their respective fields, including but not limited to:

- i. Foreman
- ii. Carpenter/s
- iii. Electrician/s
- iv. Tile Setter/s
- v. Painter/s
- vi. Other skilled laborers

The key professionals listed are mandatory. Prospective bidders shall attach/submit the resume of the above professional key personnel. Said key personnel shall possess and submit together with their resume, their valid license for the practice of engineering issued by the Professional Regulations Commission (PRC).

The Contractor may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all architectural and engineering services, and construction services, as stipulated in the Terms of Reference for this Project.

## **VI. SCOPE OF WORKS**

Under this scope of works, together with the plans and specifications, the contractor shall supply all labor, materials, tools and equipment, and perform all necessary works to complete the Construction of PD1435 Buildings 1 & 2 and NSWRRDC-HILLPEZ Tanay Building (QCM Facility & Soil Laboratory and Administration Building). All works shall include, but shall not be limited to the following:

### **a. Site Works**

- i. Site Clearing: Removing vegetation, debris, and any existing structures to prepare the site for construction activities.
- ii. Excavation: Digging and moving earth to create foundations, trenches, and other necessary landforms.
- iii. Grading: Leveling and shaping the ground to ensure proper drainage and a stable base for construction.
- iv. Utility Installation: Setting up essential services such as water, sewage, and electrical lines to support ongoing construction and future use.
- v. Site Access and Safety: Creating and maintaining access routes, safety barriers, and signage to facilitate safe and efficient construction operations.

### **b. Structural, Concrete and Reinforced Concrete Works**

- i. Formwork Installation: Setting up forms or frameworks to shape and support the concrete until it sets and gains strength.
- ii. Concrete Mixing and Pouring: Combining cement, aggregates, and water to create concrete, which is then poured into the formwork.
- iii. Reinforcement Placement: Positioning steel bars or mesh within the formwork to provide additional strength and support to the concrete.
- iv. Finishing: Smoothing and finishing the surface of the concrete after it has been poured and set to achieve the desired texture and appearance.
- v. Curing: Ensuring proper hydration and temperature control of the concrete to promote optimal strength development and prevent cracking.

### **c. Masonry Works**

- i. Materials: Utilizing locally sourced materials such as concrete hollow blocks (CHB) and appropriate cement mortar
- ii. Erection: Precisely laying and aligning concrete hollow blocks (CHB) with cement mortar to construct walls, partitions, and structural elements, ensuring compliance with engineering specifications and local building codes.



- iii. **Scaffolding:** Erecting stable and secure scaffolding to facilitate safe and efficient access to higher work areas and ensure worker safety during masonry operations.
  - iv. **Vitrified Floor Tile Installation:** Installing durable vitrified tiles on floors, which are resistant to moisture and stains, ensuring proper surface preparation, layout, and grouting for a long-lasting finish.
  - v. **Wall Tile Installation:** Placing wall tiles with precision, including proper surface preparation and alignment, to achieve a clean, uniform appearance and ensure durability in high-moisture areas.
- d. **Carpentry and Joinery Works** - Constructing and installing wooden elements and fixtures, including framing, doors, and cabinetry, according to design plans.
  - e. **Architectural Finishes** - Applying surface treatments and decorative elements, such as moldings and flooring, to achieve the desired aesthetic and functional qualities.
  - f. **Roofing Works** - Installing roofing materials to ensure weather resistance and structural protection.
  - g. **Plumbing Works** - Setting up and maintaining piping systems for water supply, drainage, and waste removal to ensure proper function and efficiency.
  - h. **Electrical Works** - Installing and wiring electrical systems to provide safe and reliable power distribution throughout the building.
  - i. **Mechanical Works** - Installing and maintaining HVAC and other mechanical systems to ensure efficient operation and comfort.
  - j. **Painting Works** - Applying paint and coatings to surfaces for aesthetic enhancement and protection against environmental damage.
  - k. **Other miscellaneous works** (Sanitary, Fire Protection, Electronics, and others)

## VII. PROJECT SAFETY PROTECTION

The project shall be completed within Three hundred (300) calendar days upon receipt of Notice to Proceed.

- In case of unacceptable/unjustified delay in the completion of the work and exceeds the time duration, BSWM will impose a penalty as per government procurement and accounting rules.

Term of warranty: One (1) year

- The contractor shall guarantee that the work performed will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion. The contractor shall be responsible for the replacement or repair, at no additional charge, of any work that becomes defective within one (1) year after its completion.

## VIII. TERMS OF PAYMENT

The BSWM shall pay the contracted service provider after the completion of the actual services rendered and upon receipt of the billing statement, Statement of Work Accomplished (SWA), and other documents required for processing the payment. Progress billing may be allowed upon the contractor's request, subject to government procurement and accounting rules.

## IX. RESERVATION

BSWM reserves the right to cancel or modify this TOR or any other issuances, to refuse to accept or consider any proposal for any cause or reason, or otherwise not to proceed or defer with the implementation of this project.

## **ANNEX B**

### **BSWM Bid Securing Declaration Form**

[ shall be submitted with the Bid if bidder opts to provide this form of Bid Security]

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S

#### **BID SECURING DECLARATION**

**Project Identification No.: [Insert number]**

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We shall furnish the required performance security within ten (10) calendar days in/ Case of receipt of Notice of Award (pursuant to GPPB Circular No. 04-2020 and GPPB Resolution No. 16-2020).
3. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
4. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

*Affiant*

**[Jurat]**

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

**ANNEX C**  
**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

1. *[Select one, delete the other:]*

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

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

0. *[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;)];

0. [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;**

0. 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;

0. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

0. *[Select one, delete the rest:]*

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

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

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

0. *[Name of Bidder]* complies with existing labor laws and standards; and

0. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- . Carefully examining all of the Bidding Documents;
- . Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- . Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- . Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

0. *[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.

0. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

