

Republic of the Philippines
Department of Agriculture
BUREAU OF SOILS AND WATER MANAGEMENT
SRDC Building Elliptical Road corner Visayas Avenue,
Diliman, Quezon City 1101
customers.center@bswm.da.gov.ph
Tel. no. (632) 8273-2474 local 3202

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

CONTRACT: Provision for BSWM Janitorial Services for FY 2025 IB No. BSWM- 2025-00-003

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 October 10, 2024, 2024 at the BSWM Convention Hall and via Videoconferencing-Zoom.

AMENDMENTS OF THE BIDDING DOCUMENT:

ISSUES/CONCERN RAISED	AGREEMENT
1. Terms of Reference	Please see attached Revised Section VII. Terms of Reference (see Annex A)
2. Site Inspection	Interested Bidders shall submit the following additional requirements as part of the Technical Proposal: 1. Certificate of Site Inspection Interested Bidders shall coordinate with the respective issuing offices to secure Certificate of Site Inspection. The schedule of Site Inspection is on October 10 - 23, 2024.
	LOCATION ISSUING OFFICE
	BSWM Central Office (SRDC Bldg. Diliman, Quezon City) Head of the Buildings & Ground Admin. (BGA)
3. Revised Price Schedule	Please see attached Revised Bid Price/ Price Schedule Form. (See Annex 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."



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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/pmuscheduleofdelivery/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.

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 Framework Agreement within ten (10) calendar days from
 receipt of Notice to Execute Framework Agreement. 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.

Interested Bidder **may acquire the bidding documents until October 23, 2024, 3:00PM** at the BSWM Procurement Management Section, 2nd Floor, SRDC Bldg. Visayas Ave., Diliman, Quezon City.

DEADLINE/SCHEDULE OF SUBMISSION AND OPENING OF BIDS:

Deadline of **submission of bid proposals** is on **October 24, 2024, 9:00AM**. Late submission shall not be accepted. **Opening of Bids** is on **October 24, 2024, 9:30AM** at BSWM Convention Hall and via videoconferencing.

For guidance and information of all concerned.

Digitally signed by

DENISE A. SOLANDano Denise

BAC Chairperson Araullo

premises,

REVISED SECTION VII. TERMS OF REFERENCE

Terms of Reference	Statement of Compliance
 The SUPPLIER/AGENCY shall provide the necessary services for the cleanlin sanitation and maintenance of the property and premises of BSWM. The Service be performed by the Supplier to the BSWM shall be for six (6) days a week, from Mondays to Saturdays, except Sundays and Non-Working Holidays and shall confident of the following: 	ces to om
Daily Routine Services a. Sweeping, polishing, cleaning, scrubbing, buffing, mopping and/or push brush all floors of lobbies, entrances, sidewalks, corridors, basement including motor area around the premises. The whole building and its comfort rooms including fish pond, shall be serviced and cleaned continuously to maintain cleanliness a sanitation.	or pool ag the
b. Cleaning and sanitizing of all comfort rooms using sanitizing agents and disinfecting deodorants in urinals and toilet bowls.c. Dusting and cleaning of wastebaskets and trash receptacles.	
 d. Cleaning, dusting of all furniture and other equipment inside the rooms. e. Cleaning draperies and carpets through vacuum cleaning methods. f. Cleaning of walls, doors, stairways, landing, and corridors. g. Dusting and cleaning of all glass tops inside windows, window ledges and particular to the properties. 	rtitions
busting and cleaning of an glass tops inside windows, window ledges and par which require daily cleaning.h. Disposal/Segregation of trash from the confines of the building to the trash receptacles.	tutions
i. Daily reporting to the Head of the Building and Grounds Administration Grouwater leaks, breakages, electrical failures and other matters that require the att of the Management.j. Daily spraying of air freshener in all air-conditioned rooms.	
k. Carpet care (wet and dry).l. Other tasks/duties assigned by the supervisor.	
Weekly Periodic Operations	
 a. General cleaning and polishing of floors, furniture, fixtures, counter, etc. b. Thorough cleaning, sanitizing and disinfecting of all comfort rooms and wash r c. Thorough cleaning of glass panels, walls, doors and ceiling. d. Cleaning, waxing and polishing of office furniture. 	rooms.
e. Removal of cobwebs, finger marks and dressing the walls.f. Thorough cleaning of all drainage of the building to prevent clogging of the dra system.	ainage
g. Thorough cleaning of flower boxes/ gardens and trimming of lawn and bougain within and around the building premises.	nvilleas
h. Other tasks/duties assigned by the supervisor.	
Monthly Project Operations	
a. General cleaning of the whole building and premises.b. General cleaning of all draperies, carpets, lighting fixtures and diffusers covers.c. General cleaning, sanitizing, and disinfecting of all comfort rooms.	
Miscellaneous Service Desire	
a. Miscellaneous works such as moving of furniture and other equipment from on place to another inside the building and its premises.b. Running errands inside the premises or along the vicinity of the building and its premises	

- c. Free In-Door plants on Hallways/ Convention Hall.
- d. Quarterly carpet shampooing.
- e. Landscaping of various gardens of BSWM.
- f. Provide one set of color-coded hard plastic garbage bins, each with a capacity of 60-75 liters. The set should include one bin for recyclable waste, one for biodegradable waste, and one for non-biodegradable waste.
- g. Management of janitorial services.
- An authorized representative from the SUPPLIER/AGENCY is required to conduct a
 site survey/inspection at the Bureau of Soils and Water Management (BSWM) Central Office to identify and discuss the areas/locations in need of service. The
 certificate of site inspection shall be submitted as part of the technical
 documents.
- 0. The SUPPLIER/AGENCY shall provide a list of competent and experienced Working Supervisor (1) with **NC II certificate in Housekeeping** to manage the workers of janitorial services. **Verification during Post Qualification.**
- 0. The SUPPLIER/AGENCY shall assign Twenty-five (25) janitors/janitress and gardeners who are qualified, physically fit, equipped and well trained to provide the said services.

Location	No. of Janitors/Janitress
SRDC	18 (1 working supervisor
	and 2 gardeners)
Bulacan Station	2
Tanay Station	2
Bukidnon Station	2
Marilog	1
TOTAL	25

- 0. The SUPPLIER/AGENCY shall made available qualified relievers to perform the tasks of incapacitated or indisposed personnel.
- 0. The SUPPLIER/AGENCY shall submit a schedule of cleaning and maintenance of the areas identified by the BSWM.
- 0. The SUPPLIER/AGENCY through SUPERVISOR shall submit a General Cleaning Schedule/Work plan schedule for weekends every **Wednesday or Thursday.**
- 0. Before initial payment for the service, the SUPPLIER/AGENCY shall submit to the BSWM a list of all janitors/janitress and gardeners assigned to the BSWM, together with a copy of their Bio-Data and latest picture and assignments of janitor/janitress and gardeners concerned and presentation/submission of documents of evidence of rendition of service as follows:
 - a. Evidence of actual rendition of service attaching hereto daily time records of its personnel, payroll and payslip/ envelope;
 - b. A certification to pay their janitors/janitress and gardeners under Minimum wage law:
 - c. Furnish the BSWM a copy of a receipt of payment and quarterly SSS and ECC remittance of the 25 Janitors/janitress and gardeners assigned to the client every quarter;
 - d. Sworn statement that it has no unpaid salaries or wages for services rendered by its janitors/janitress and gardeners and that it has complied with all the provisions of

Terms of Reference	Statement of
	Compliance

- existing laws, wage order, presidential issuance, as well as pertinent municipal or city ordinance;
- e. A clearance from the Department of Labor and Employment and the SSS, as the case may be and that the Supplier has no pending Administrative Case for violation of the SSS and minimum wage laws, rules and regulations. (at least covering the 1st semester of 2024) Shall be valid during Post Qualification. Verification during post-qualification.
- 0. The SUPPLIER/AGENCY shall provide the BSWM with necessary supplies/materials, tools and equipment that shall conform with the standards for cleaning the office buildings/properties and its premises to be used by the janitors/janitress and gardeners in the performance of their assigned tasks.

The required monthly and quarterly supplies to be used in providing the services shall be available for inspection and inventory every first week of the month and first week of its quarter respectively, duly certified by the assigned Head of the Building and Grounds Administration or his duly authorized representative from the BSWM.

MONTHLY SUPPLIES FOR CENTRAL OFFICE, DILIMAN, QUEZON CITY

List of Items	Un it	Quantity	Offered Brand
Emulsion wax (Quality Brand) - (End	gal	10	*required
user will provide the specification)			•
Furniture Cleaner 330ml, aerosol spray	can	40	*required
(Quality Brand) - (End user will			
provide the specification)			
Disinfect spray 12oz, aerosol spray	can	40	*required
(Quality Brand) - (End user will			
provide the specification)			
Bleaching Liquid Lemon Scent	gal	50	*required
(Quality Brand) - (End user will			
provide the specification)			
Scrubbing Pad 95mm x 150mm	do	5	
(Quality Brand)	Z		
Cleanser (Quality Brand)	kg	15	*required
Powder Detergent (Quality Brand)	kg	15	*required
Garbage Bag (3 Colors: Green, Black,	pcs	1500	
Yellow) 500pcs each (XL, Thick			
plastic)			
White rags (Pranela)	kil	30	
	0		
Rectangle Cotton Cloth Doormat	pcs	60	
Mop Head	pcs	15	
Red wax (Quality Brand) - (End user	gal	5	
will provide the specification)			
Air freshener 280ml (Quality Brand) -	can	40	*required
(End user will provide the			
specification)			
Insecticide Spray 420ml, aerosol spray	can	40	*required
(Quality Brand)			
Toilet Bowl Cleaner (Liquid) - (End	pcs	20	*required
user will provide the specification)	_		
Tissue Paper (2ply) (Quality Brand)	roll	400	

Terms of Reference				
Alcohol 70-80% Ethyl Alcohol with Moisturizer	gal	30	*required	
Polishing pad	pcs	5		
Soft broom	pcs	10		
Stick broom	pcs	10		
Toilet bowl brush	pcs	10		
Toilet pump with handle	pcs	5		
Hand brush	pcs	5		
Mop handle	pcs	5		
Push brush	pcs	6		
Dust pan	pcs	10		
Polisher brush	pcs	5		
Ceiling brush	pcs	3		
Feather brush	pcs	5		
Power shine	gal	5		
Trash can	pcs	15		

MONTHLY SUPPLIES FOR RESEARCH CENTER (BULACAN, TANAY, BUKIDNON, MARILOG)

List of Items	Unit	Quantity	Offered Brand
Emulsion wax (Quality Brand)	Gal	3	
Bleaching Liquid (Quality Brand)	Gal	3	
Deodorant Cake 50gm (Quality	Doz	3	
Brand)			
Cleanser (Quality Brand)	Kg	5	
Powder Detergent	Kls	5	
Garbage bag	Pcs	100	
Door mat	Pcs	10	
Insecticide spray 420ml, aerosol	Can	5	
spray (Quality Brand)			
Toilet bowl cleaner	Pcs	3	
Tissue Paper (2ply) (Quality Brand)	Rolls	5	

NOTE: Cleaning supplies shall be FDA approved (if applicable) and the brand shall be in the leading supermarket for at least 2 years from the date of opening. *Offered brand must include at least 2-3 brands, each of which must meet our specification. The end user reserves the right to reject any supplies that are known to be of low quality. List of proposed supplies with brand shall be submitted and placed in the technical envelope.

LIST OF TOOLS AND EQUIPMENT (CENTRAL OFFICE)

Equipment	Quanti	Unit
	ty	
Floor polisher	5	units
Motorized grass cutter	2	units
Extension wire (50 meters)	4	pcs.

Statement of Compliance

Terms of Reference		Statement of Compliance	
Aluminum ladder	2	pcs.	
Water Hose (20-50 meters)	2	pcs.	
Water Sprinkler	2	pcs.	
Handheld Wireless Vacuum Cleaner	6	units	
(Rechargeable)			
Mop squeezer	5	pcs.	
Garden tools and equipment	1	lot	

- 0. The personnel to be employed by the SUPPLIER/AGENCY who shall perform the job subject to this Contract shall be persons who are reliable, well trained, carefully screened, in possession of Health Certificate and Police Clearance to be presented to the BSWM and that they shall be neat with hair properly cut showing neatness and generally presentable in appearance.
- 0. The SUPPLIER/AGENCY shall provide each person under his employment with a pocket-less uniform with ID card and said person shall be subject at all times to on-the-spot search by the Guard or the respective representatives of the BSWM upon entering and leaving the premises of its building.
- 0. The SUPPLIER/AGENCY shall closely monitor and strictly supervise the janitors/janitress and gardeners to ensure efficient performance of assigned tasks and assure their non-commission of any act prejudicial to the BSWM.
- 0. The SUPPLIER/AGENCY shall be liable for any loss or damage that may be caused by its janitors/janitress and gardeners on any of the properties of the BSWM during the tour of duty except in cases where such loss or damage is due to fortuitous events.
- 0. The SUPPLIER/AGENCY shall assume full responsibility for any and all claims, which its employees may have by reason of their employment re Janitorial Services Contract with the BSWM.
- 0. The SUPPLIER/AGENCY hereby acknowledges that no authority is being conferred upon to hire any person on behalf of the BSWM.
- 0. The person whom the SUPPLIER/AGENCY shall assign to perform the services required under this contract shall never be considered as employee of the BSWM.
- 0. Instructions or directives issued by the BSWM pertinent to the janitorial services to the person so assigned pertinent hereto are mere expressions to improve the services of the SUPPLIER/AGENCY.
- 0. The SUPPLIER/AGENCY shall abide by and comply with the provisions of the Labor Code, Wage Orders and all related labor and social legislation and all applicable laws, rules and regulations which affect the salary and working hours in connection with the janitorial duties under this contract;
- 0. The SUPPLIER/AGENCY shall render prompt payment of salary to the detailed janitors/janitress and gardeners in accordance with the prevailing minimum wage.

Terms	of L	2efei	rence

Statement of Compliance

- 0. The SUPPLIER/AGENCY shall submit after each month their monthly payroll duly signed and acknowledged by the twenty-five (25) janitors/janitress and gardeners. Also, the SUPPLIER/AGENCY shall submit its report of quarterly remittances of all mandatory deductions due the twenty-five (25) janitors/janitress and gardeners such as contributions to Social Security System (SSS), PhilHealth, Pag-ibig Fund and other similar welfare legislation, enclosed copy of official receipt as proof.
- 0. The SUPPLIER/AGENCY shall provide due compensation for any and all janitors/janitress and gardeners, in case of death, illness or injury due to accident while rendering services covered by this Contract.
- 0. Operations Manager shall coordinate with the Head of BGA to conduct monthly review, evaluation, and assessment of all janitorial staff performance.
- 0. <u>All Janitorial staff are required to wear Agency uniform while in the BSWM</u> premises during office hours, Mondays to Fridays. On Saturdays and Holidays, they may dress comfortably in appropriate attire.
- 0. All janitorial staff shall have a utility belt bag. Each bag must consist of One (1) bottle sprayer (Alcohol), Two (2) pcs. white towel, One (1) can of Air freshener, One (1) can of Air disinfectant, and One (1) can of Furniture cleaner.
- 0. <u>All Janitorial staff while on duty shall not use any gadget and always be visible in their assigned areas.</u>
- 0. All Janitorial supplies shall be subject to approval of the BGA unit.
- 0. Shall not be related by consanguinity or by affinity with the current security personnel contracted by the BSWM.
- 0. <u>Data Information Privacy- Nondisclosure agreement between the agency and the BSWM.</u>
 - II. ON THE PART OF THE BSWM:
- 1. The contract price of janitorial services shall not exceed the amount of the Approved Budget for Contract (ABC) subject to usual auditing and accounting rules and regulations;
- 0. The BSWM, in case of legally mandated wage hike, any increase in the salaries/wages of the deployed janitors/janitress and gardeners in the establishment shall be subjected to the negotiation between the concerned parties and to have availability of funds provided that only one (1) adjustment will be considered in the period of one (1) year;
- 0. The BSWM reserves the right to require the janitors/janitress and gardeners to be assigned to perform additional duties which may be necessary in the conduct of certain rules and regulation which must be observed within the premises covered under this

	Terms of Reference	Statement of Compliance
	Contract;	
0.	The BSWM has the option to increase or decrease the number of janitors/gardeners within 30 days' notice.	
0.	The Daily Time Cards of the janitors/janitress and gardeners shall be certified by the Head of Building and Grounds Administration.	

ANNEX B

Note: Salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the prevailing laws, rules and regulations.

Bureau of Soils and Water Management BID PRICE/ PRICE SCHEDULE Calendar Year 2025

	SRDC Bldg.,	Bulacan	Tanay	Bukidnon	Marilog
Particulars	Quezon City	NSWRRC	NSWRRC	NSWRRC	
	Latest Wage Order (Latest issuance of Wage Order issued as of October 22, 2024)				
A. Labor Cost for:					
Basic Pay (Mandated Daily Wage)					
366 DAYS - No. of Sundays)= Wx314/12					
13th month pay (W x 314/12/12)					
5 days incentive pay = W x 5/12					
Total A					
B. Premium Contribution					
Social Security Premium (Employers Share)					
Medicare/PhilHealth Contribution (Employers Share)					
Pag-ibig (Employers Share)					
Employees Compensation Fund					
Total B					
Amount due to Janitor & Government (Total A +Total B)					
C. Administrative Overhead and Margin x 10 %)					
Percentage used for Administrative Overhead					
r ercentage used for Administrative Overnead					
D. Supplies and materials/janitor					
Total Cost (A+B+C+D)					
Total Cost (X-2-0-2)					
E. VAT = (A+B+C+D) x 12%					
Total cost per Janitor					
x no. of Janitor	18	2	2	2	
Monthly Cost Per Office					
Total Cost for 12 Months					
Monthly Cost Estimate (Central & Research Centers)				1	
GRAND TOTAL FOR THE PERIOD OF JANUARY 2025 TO DECEMBER 2025					

BSWM Bid Securing Declaration Form

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

REPUBLIC OF	THE	PHILIF	PINES)
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:

- 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.
- 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:
- Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

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

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, 2	20 at	, Philippines
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[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[[urat]

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