



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: Renovation of various Facilities at BSWM Central Office
 IB NO: BSWM-2026-00-006**

This Addendum is being issued in accordance with Section 51.1.5 of RA 12009, 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 9, 2025 at the BSWM Function Room and via Videoconferencing-Zoom.**

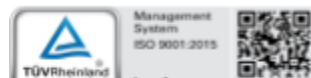
I. AMENDMENTS OF THE BIDDING DOCUMENT:

ORIGINAL	AMENDED
Section II. Eligible bidders	<p>Section II. Eligible bidders</p> <p>PCAB License</p> <ul style="list-style-type: none"> ● Classification: General Building 1 ● Minimum of License Category C & D ● Category B <p>Note: Contractors under Small A and Small B categories without similar experience on the procurement project to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost of their registration based on the guidelines as prescribed by the PCAB.</p>
	Revised Terms of Reference

II. CLARIFICATIONS DISCUSSED DURING THE PRE-BID CONFERENCE AND SUBMITTED IN WRITING

CLARIFICATION/CONCERN	AGREEMENT
1. Is a renovation permit required?	A renovation permit is not required.
2. What is the working schedule? Would you allow an extension of the work schedule?	The work schedule shall be from Monday to Friday, 7:00 a.m. to 6:00 p.m. The contractor may request to extend working hours up to 10:00 p.m. during weekdays. Work on weekends, including Saturdays and Sundays, may also be allowed from 7:00 a.m. to 5:00 p.m., but only if necessary and upon prior approval. All extended or weekend works must ensure minimal disturbance to ongoing office operations and strict compliance with safety and security protocols.
3. Would you consider extending the completion of works from 90 days to 5 months?	The extension of works will not be considered, as the facilities need to be completed in preparation for the upcoming activities and programs for the anniversary.
4. May we have a copy of the Floor Plan?	The building floor plan cannot be disclosed for security reasons. Interested bidders are required to conduct a site inspection instead. The necessary measurements are provided in Annex B for reference and guidance during the preparation of their proposals. The complete building floor plan will only be provided to the winning bidder upon the issuance of the Notice of Award and in coordination with the authorized representative.

REMINDERS DURING THE PRE-BID CONFERENCE:



RA 12009 Section 59.1:

The BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass or fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 12009, otherwise known as the “New Government Procurement 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:



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.
- For bidders who intend to participate in several lots, they shall submit the following:
 1. **1 Original and 1 Duplicate Copy of Technical Envelope** containing their technical and eligibility documents intended **for ALL the lots** they wish to participate in.
 2. **1 Original and 1 Duplicate Copy of Financial Envelope** containing their financial proposal **for EVERY lot being participated.**
 - One (1) Financial Proposal is equivalent to One (1) Lot. Total number of **FINANCIAL PROPOSALS ENVELOPE/S** shall be based on the total participated lot/s of bidder.
 - The Financial Envelope submitted shall be evaluated individually.

Note: For guidance, you may refer to the illustration on Sealing and Marking of bids

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 71.1.4 of the IRR of RA12009.

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

Clause 3. 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. The Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices



Interested Bidders **may acquire the bidding documents until October 22, 2025, 3:00 PM** at the BSWM Procurement Management Section, 2nd Floor, SRDC Bldg. Visayas Ave., Diliman, Quezon City.

DEADLINE/SCHEDULE OF SUBMISSION AND OPENING OF BIDS:

The deadline of **submission of bid proposals** is on **October 23, 2025, 9:00 AM**. Late submission shall not be accepted. **Opening of Bids** is on **October 23, 2025, 9:30 AM** at BSWM Convention Hall and via videoconferencing.

For guidance and information of all concerned.


Digitally signed by Solano
Denise Araullo
DN: cn=Solano Denise Araullo,
serialNumber=001AN0057b4S,
c=PH, o=Soils and Water
Management, c=PH
DENISE A. SOLANO
BAC Chairperson

Annex A

REVISED TERMS OF REFERENCE AND CONDITIONS RENOVATION OF VARIOUS FACILITIES AT BSWM CENTRAL OFFICE

1. OBJECTIVE

The objective of the renovation of various BSWM facilities, including the canteen, kitchen, function room, lecture rooms, convention hall, dormitory, and staff house, is to upgrade and modernize these spaces to ensure safety, compliance with standards, and improved functionality. The project seeks to provide comfortable, sustainable, and well-maintained facilities equipped with upgraded utilities, ventilation, and lighting systems to support the operational needs of the Bureau. By creating conducive environments for learning, meetings, training, accommodation, and staff welfare, the renovation will foster productivity, collaboration, and client satisfaction while promoting long-term efficiency and sustainability.

2. SCOPE OF WORKS

The Contractor shall provide all the necessary Engineering drawings, labor, materials, instrument/equipment, safety equipment/procedures, including protection of adjacent/adjoining structures or areas etc. necessary to satisfactorily perform the required works.

2.1. Site Inspection

- 2.1.1. The Contractor shall conduct a thorough inspection of the existing job site conditions. The inspection must be carried out by the Contractor's technical staff, not administrative staff, to ensure accurate assessment of measurements, structural conditions, utilities, accessibility, and other technical requirements necessary for the construction.
- 2.1.2. It shall document all existing structures, utilities, and potential obstructions that may affect construction or renovation activities.
- 2.1.3. A complete Site Inspection Report shall be submitted, including photographs, sketches, and technical notes, which will serve as the basis for the construction methodology.
- 2.1.4. Any discrepancies or risks identified during inspection must be reported immediately and coordinated with BSWM for proper resolution before proceeding with the construction phase.

2.2. Plans, Documentation and Reporting

- 2.2.1. The Contractor shall provide all required engineering drawings, the project schedule (Gantt chart), and all necessary reports for the successful completion of the project. These documents shall be submitted by the winning bidder prior to the start of the renovation.
- 2.2.2. The Contractor shall provide a comprehensive Bill of Quantities (BOQ) that enumerates all equipment, components, and materials necessary for the complete renovation of various facilities of BSWM.
- 2.2.3. The Contractor shall submit an as-built drawings/plans after the completion of the project
- 2.2.4. The Contractor shall assign professional personnel with the necessary technical

skills and experience to attend project meetings and prepare project status reports. The personnel to be assigned must be professional with the necessary technical skills and experience.

- 2.2.4.1. Project status report shall contain the following documents: (1) Site photo (before and after renovation); (2) project schedule/Gantt chart; (3) work around/ alternative solution or variation of scope recommendation (if necessary); and (4) any other requested relevant information required to report the progress of performance

2.3. Material Quality, Workmanship and Inspection

- 2.3.1. The Contractor shall ensure that all materials used for renovations are of high quality and subject to inspection by the BSWM. All the materials for renovations should be new unless specified for reuse or reconstruction of existing materials.
- 2.3.2. All works shall be of the highest quality of architectural/engineering practice and in accordance with the provision of all the existing codes and standards. Any defects found or imperfections observed as a result of poor workmanship shall be corrected by the Contractor without any additional cost to the BSWM.

2.4. Safety and Liability

- 2.4.1. The Contractor shall be responsible for the safety and safe working practices of its employee, servants and agents
- 2.4.2. The Contractor shall be responsible for any loss or damage incurred on BSWM properties during the project or for injury to any person due to unreasonable or negligent acts or omission of the Contractor or its workers, whether such act is intentional or not.

2.5. Site Cleanliness and Organization

- 2.5.1. 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.

2.6. Changes to Scope of Work

- 2.6.1. The Contractor shall not conduct any work that is beyond this statement of work unless directed or approved in writings 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.
- 2.6.2. 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 without invalidating the contract.

2.7. Provision of Access points on ICT Equipment

- 2.7.1. The Contractor shall provide access points for ICT equipment including monitor wirings, Wi-Fi, LAN, speakers, and other related systems.
- 2.7.2. ICT cabling must be properly concealed, labeled, and terminated in compliance with standards.
- 2.7.3. Detailed ICT layout plans showing access points, cable routing, and equipment locations shall be prepared and submitted.
- 2.7.4. Provisions shall allow for scalability and future upgrades.
- 2.7.5. As-Built ICT documentation, including diagrams and labeling schedules, must

be provided after installation.

3. OUTLINE

Refer to Detailed Architectural/Engineering Drawing for the Complete Scope of Works Stipulated in this outline.

3.1. Canteen

- a) Preliminary Works
 - Mobilization/Demobilization
- b) Concrete/Structural Works
 - Beam
 - Slab
- c) Masonry Works
- d) Ceilings Works
 - Metal Framing
 - Gypsum Ceiling
 - Cove Lighting
- e) Electrical Works
 - Lighting Fixtures (Pin lights, Trackbar spotlight)
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- f) Painting Works
 - Ceiling – Gypsum board
 - Wall – Interior Masonry
- g) Finishing Works
 - Wood Planks Vinyl Flooring
- h) Fabricated materials and Hardware
 - Door and Windows

3.2. Kitchen

- a) Ceilings Works
 - Metal Framing
 - Gypsum Ceiling
- b) Electrical Works
 - Lighting Fixtures (Pin lights, Rod Track spotlight, fluorescent tube light)
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- c) Painting Works
 - Ceiling – Gypsum board
 - Wall – Interior Masonry
- d) Finishing Works
 - Ceramic tiles
- e) Fabricated materials and Hardware
 - Door and Windows
- f) Plumbing and Ventilation Works

3.3. Function Room

- a) Ceilings Works
 - Metal Framing
 - Gypsum Ceiling
- b) Electrical Works
 - Lighting Fixtures (Pin lights, Track spotlight, Hanging Light)
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- c) Painting Works
 - Ceiling – Gypsum board
 - Wall – Interior Masonry
- d) Finishing Works
 - Wood Planks Vinyl Flooring
- e) Fabricated materials and Hardware
 - Door and Windows
- f) Roof Works

3.4. Convention Hall

- a) Preliminary Works
 - Mobilization/Demobilization
- b) Electrical Works
 - Lighting Fixtures
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- c) Tile Works
 - Wood Planks Vinyl Flooring
- d) Painting Works
- e) **Ceilings Works**
 - **Metal Framing**
 - **Gypsum Ceiling**
- f) Roof Works

3.5. Lecture Room 1 and Lecture Room 2

- a) Preliminary Works
 - Mobilization/Demobilization
- b) Ceilings Works
 - Metal Framing
 - Gypsum Ceiling
 - Cove Lighting
- c) Electrical Works
 - Lighting Fixtures
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- d) Painting Works
 - Ceiling – Gypsum board
 - Wall – Interior Masonry
- e) Finishing Works

- Wood Planks Vinyl Flooring
- Wall Cladding System

3.6. Dormitory

- a) Preliminary Works
 - Mobilization/Demobilization
- b) Ceilings Works
 - Metal Framing
 - Gypsum Ceiling
- c) Electrical Works
 - Lighting Fixtures (Pin lights, wall lights)
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- d) Painting Works
 - Ceiling – Gypsum board
 - Wall – Interior Masonry
- e) Finishing Works
 - Wood Planks Vinyl Flooring
 - Wall Cladding System
- f) Bathroom Works
 - a. Upgrade of Bathroom Faucets, Showers, Toilets and Accessories
 - b. Tiling works
 - c. Glass partition
- g) Roof Works
- h) Plumbing works

3.7. Staff House

- a) Preliminary Works
 - Mobilization/Demobilization
- b) Ceilings Works
 - Metal Framing
 - Gypsum Ceiling
- c) Electrical Works
 - Lighting Fixtures (Pin lights, wall lights)
 - Wires and Cables
 - Rough-ins
 - Wiring Device and other Fixtures
- d) Painting Works
 - Ceiling – Gypsum board
 - Wall – Interior Masonry
- e) Finishing Works
 - Wall Cladding System
- f) Bathroom Works
 - a. Upgrade of Bathroom Faucets, Showers, Toilets and Accessories
 - b. Tiling works
 - c. Glass partition
- g) Roof Works
- h) Plumbing works
- i) Tile Works

Note: The plans, drawings, and scope of works attached in the Terms of Reference are intended solely for reference in the conceptual design.

4. SITE WORK

4.1. Visit and Accept Site.

4.1.1. Site Clearing: Protection and/or removal of existing structures with the approval from the Procuring Entity

4.2. Site Safety Requirements.

4.2.1. The Contractor shall maintain a temporary board-up, security for the proper execution of site-up keeping. Such a board-up shall be built where necessary and required by for its full length except for such openings as may be necessary for the proper execution for the work, in such case, openings shall be provided with doors which shall be kept closed at all time except in actual use. Which shall be made of painted 12mm thick gypsum board on metal.

4.3. Concrete / Structural Works

4.3.1. The Contractor shall carry out all necessary concrete and structural works as indicated in the approved plans and specifications. Works shall include demolition of affected portions, construction of new reinforced concrete members, chipping, patching, and surface preparation, ensuring compliance with structural design requirements and safety standards. All materials shall conform to approved quality specifications and be subject to inspection by the Procuring Entity.

4.4. Electrical Works

4.4.1. The Contractor shall execute electrical works in accordance with the approved electrical plans, including dismantling of affected wiring and devices, installation of new conduits, wiring, panels, switches, outlets, and lighting fixtures, and connection to the main power supply. All works shall comply with the Philippine Electrical Code and be inspected prior to energization.

4.5. Masonry Works

4.5.1. The Contractor shall execute masonry works in accordance with the approved plans, including the laying of concrete hollow blocks, application of mortar, plastering, and finishing to achieve smooth, plumb, and level surfaces. All masonry materials shall be of approved quality and workmanship.

4.6. Finishing Works

4.6.1. The Contractor shall submit samples of all materials to the Procuring Entity for approval as to color, texture, and quality of workmanship prior to installation.

4.6.2. The scope shall include the supply, fabrication, and installation of fabricated materials and hardware such as doors, windows, and accessories. All items shall be manufactured and installed in accordance with approved shop drawings and specifications. Installation shall ensure proper alignment, smooth operation, and secure fitting. Materials shall be of durable quality, corrosion-resistant, and finished to meet the required aesthetic and safety standards.

4.7. Ceiling Works

- 4.7.1. Dismantling & Demolition Works: The Contractor shall remove portions of the existing ceiling as affected by the new ceiling layout and finish. Works shall include the dismantling of damaged or deteriorated ceiling materials, framing supports, and electrical fixtures, ensuring proper disposal of debris in accordance with safety and environmental regulations.
- 4.7.2. **The scope of ceiling works shall also include the ceiling area above and around the stage of the Convention Hall, ensuring uniformity of design, finish, and integration with the lighting and acoustic systems.**
- 4.7.3. The Contractor shall supply and install new metal framing, gypsum boards, cove lighting, and other necessary ceiling components based on the approved architectural plans and specifications. All materials and installation methods shall conform to applicable standards for fire resistance, acoustics, and durability.

4.8. Painting Works

- 4.8.1. All materials shall be Environmental Protection Agency (EPA) Certified and approved.
- 4.8.2. All exposed finish hardware, lighting fixtures and accessories, glass and the like shall be adequately protected so that these are not stained with paints and other painting materials prior to painting works. All other surfaces endangered by stains and paint marks should be taped and covered with craft paper.

4.9. Roof Works

- 4.9.1. Use high-quality, durable, and weather-resistant materials for the roof.
- 4.9.2. Provide and install appropriate thermal insulation material as part of the roof works to minimize heat transfer and improve thermal performance.
- 4.9.3. Coordinate with the end-user, BSWM, to develop and implement a phased construction schedule that minimizes disruption to building operations and ensures continued access and safety for personnel during the roof replacement process.
- 4.9.4. Dismantle and dispose of old roofing materials in compliance with the Ecological Solid Waste Management Act of 2000 (RA 9003) and all relevant DENR and LGU regulations. Ensure proper segregation, transport, and disposal of debris at authorized waste disposal or recycling facilities.

4.10. Plumbing Works

- 4.10.1. The Contractor shall perform plumbing works in accordance with the approved plans, including the dismantling of affected pipelines and the installation of new water supply and drainage lines, plumbing fixtures, and fittings.

5. HEAVY EQUIPMENT REQUIREMENT

- 5.1. The Contractor shall mobilize, provide, and maintain in good working condition all necessary operational equipment required for the safe, efficient, and timely execution of the renovation works. All equipment shall be of appropriate capacity and function, inspected prior to use, and operated only by qualified personnel to ensure safety, reliability, and compliance with quality standards, including but not limited to the heavy and major equipment listed in this document.

- 5.1.1. Concrete Mixer Truck
- 5.1.2. Concrete Pump (truck-mounted or stationary, suitable for site conditions)
- 5.1.3. Trucks for Mobilization and Demobilization (Dump Trucks, Cargo trucks)
- 5.1.4. Concrete Vibrator (portable/heavy-duty)
- 5.1.5. Rebar Cutter and Bender
- 5.1.6. Scaffolding System
- 5.1.7. Welding Machine
- 5.1.8. Floor Grinding and Polishing Machine
- 5.1.9. Masonry Saw / Tile Cutter

5.2. The Contractor shall ensure that all listed heavy and major equipment are **available, operational, and properly maintained throughout the duration of the project.** Any defective, unsafe, or inadequate equipment shall be repaired or replaced immediately at no additional cost to the Procuring Entity to avoid delays and ensure the safe and efficient completion of the works.

6. MANPOWER REQUIREMENT

The contractor shall provide an adequate number of duly qualified manpower to perform the class of work stated herein. All manpower shall be authorized, properly trained, equipped and organized to perform all works in accordance with the terms and conditions stipulated within the project duration.

Key Personnel	Minimum Qualification & Duties
Project Manager (1)	Licensed Architect or Engineer with at least 5 years cumulative experience as project manager
Structural/Civil Engineer (1)	License and possess a minimum of 3 years of experience in structural design and construction.
Interior Designer (1)	Licensed professional with at least three (3) years of experience in interior design and fit-out works. Responsible for preparing layout plans, furniture and fixture arrangements, material and color specifications, and ensuring design coordination and compliance with project requirements.
Professional Electrical Engineer (1)	License Professional Electrical engineer with 3 years' experience in construction. Prepare a layout of wirings, devices and equipment. Provide details and sequence of operation.
Master Plumber (1)	Licensed professional with at least 3 years of experience in plumbing and sanitary system design, installation, and maintenance
Skilled Laborer (Foreman, Mason, Carpenter, Painter, Laborer, etc.) (15)	Must have at least 2 years of experience in construction works such as masonry, carpentry, painting, and general labor, with the ability to follow instructions, ensure quality workmanship, and comply with safety standards.

All designated personnel must submit an Employment Certification from the contractor/company HR confirming **at least one (1) year of employment**

7. PROJECT SAFETY PROTECTION

7.1. The project shall be completed within **Ninety (90) calendar** days upon the receipt of Notice to Proceed/ P.O.

7.1.1. 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.

7.2. Term of warranty: **1 year.**

7.2.1. The Contractor shall guarantee that the work it performs shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. The contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with this statement of work, which shall become defective within one (1) year after completion of the work it performs.

8. TERMS OF PAYMENT/ PAYMENT SCHEME

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 account and other documents required for the processing of payment. Advance payment can be allowed upon request of the contractor subject to government procurement and accounting rules.

9. RESPONSIBILITIES OF THE END-USER DURING THE PROJECT IMPLEMENTATION

9.1. The End-User Unit in coordination with PMU or any duly authorized representative shall inspect the compliance of the contractor to the materials and tools delivered in accordance with the specifications prior to installation.

9.2. The End-User or any duly authorized representative shall supervise the implementation of the project to monitor the progress and compliance of the contractor with the specified methodologies and safety precautions.

9.3. The End-User Unit or its representative shall raise concerns to the contractor if there are found poor workmanship.

9.4. The End-User Unit or its representative shall provide assistance to the contractor throughout implementation, and warranty period as the need arises.

10. CONFIDENTIALITY

All relevant data, including plans, diagrams, engineering drawings, specifications, and other supporting records or materials prepared during the renovation, shall be the property of the Procuring Entity. These materials shall not be used by the Contractor without prior written approval. Both print and electronic copies of such documents shall be turned over to the Procuring Entity. Furthermore, all data and information related to the project shall be treated with strict confidentiality and shall not, under any circumstances, be disclosed or released to any third party without the prior written consent of the Procuring Entity.

ANNEX B

MEASUREMENTS OF FACILITIES

RENOVATIONS OF VARIOUS FACILITIES AT BSWM CENTRAL OFFICE				
MEASUREMENTS				
FACILITY		LENGTH (m)	WIDTH (m)	HEIGHT (m)
Canteen, Kitchen, Function Room	Canteen	15	12	2.7
	Canteen (Coop Side) (small room)	9	3	2.7
	Canteen Open Area	9	6	
	Kitchen	13.5	6	4.7
	Function Room (A) (curve roof)	18	6	
	Function Room (B) (Flat roof)	18	8	3
Convention Hall	Convention Hall	20	14	6.5
	Convention Hall - Stage	15	6.4	
Lecture Room	Lecture Room 1	9	6	3
	Lecture Room 2	8.30	6.75	2.72
Dormitory	Dormitory (RM 1-13) small room	6.8	4.5	2.8
	Dormitory (RM 14-15) big room	6.8	6	2.8
	Dormitory (CR)	2.5	2	2.8
Staff house	Staff House (lobby)	3.7	3.5	2.7
	Staff House (Female side)	9.5	3.5	2.7
	Staff House (Female CR)	2.4	3.5	2.7
	Staff House (Male side)	14.2	3.5	2.7
	Staff House (Male CR)	2.4	3.5	2.7

ANNEX C

Bid Securing Declaration Form

***[The duly accomplished form shall be submitted with the Bid
if bidder opts to provide this type of bid security]***

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: [Number]

To: *[Insert name 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 accept that:
 - a. I/We shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days as indicated in the Bidding Documents, from receipt of the Notice of Award;
 - b. I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and
 - c. I/We will pay the applicable fine 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake;

	<i>Applicable Fine</i>
a. in the case of a single bidder	i. two percent (2%) of the Approved Budget for the Contract (ABC); or ii. the difference between the evaluated bid price and the ABC whichever is higher
2. in the case of multiple bidders	i. two percent (2%) of the ABC; or ii. the difference between the evaluated bid prices with the bidder with Lowest Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid, and so on whichever is higher
3. in case of violations committed prior to the opening of the financial envelope	i. a fixed amount of two percent of the ABC,

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

c. I am/we are declared the bidder with the *[Insert Award Criterion¹]* 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]
[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

ANNEX D

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

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

1. **Select one, delete the others:**

- If sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [Address of Bidder];
- If 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];
- If individual consultant not registered under a sole proprietorship, in case of Consulting Services: I am the individual consultant or authorized representative of [Name of Bidder] with office address at [Address of Bidder];

2. **Select one, delete the others:**

- If 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 [Project Title] of the [Name of the Procuring Entity][insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative];
- If 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- If individual consultant not registered under a sole proprietorship, in case of Consulting Services: As the individual consultant 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney for authorized representative;

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;

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 others:**

- If sole proprietorship : The [Name of Bidder] and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- If partnership : The partnership itself and the partners of [Name of Bidder] are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- If cooperative: The cooperative itself and members of the board of directors, general manager, or chief executive officer of [Name of Bidder] are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- If corporation, or joint venture: The corporation or joint venture itself, and officers, directors, and controlling stockholders of [Name of Bidder] are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;



- If individual consultant not registered under a sole proprietorship, in case of Consulting Services: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- 7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.
- In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.
- 8. [Name of Bidder] complies with existing labor laws and standards; and
- 9. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the [Project Title].
- 10. [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.
- 11. In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this __ day of [month] [year].

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

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

ANNEX E

SEALING AND MARKING OF BIDS

