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

**CONTRACT: Construction of Small Scale Irrigation Projects for NSWRRDC LUPEZ, San Ildefonso, Bulacan - IB NO: BSWM-2026-04-025**

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 April 21, 2026 at the BSWM Function Room and via Videoconferencing-Zoom.**

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

| ORIGINAL   | AMENDED   |
|--|---|
| <p><b>Section I. Invitation to Bid</b></p> <p>A complete set of Bidding Documents may be acquired by interested Bidders until May 04, 2026, 3:00PM from the address given below payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount ...</p> | <p><b>Section I. Invitation to Bid</b></p> <p>A complete set of Bidding Documents may be acquired by interested Bidders until <b>May 11, 2026, 3:00PM</b> from the address given below payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount <b>PHP 9,000.00</b></p>   |
| <p>Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through[(i) manual submission at the office address indicated below on or before May 05, 2026, 9:00AM.</p>  | <p>Bids must be duly <b>received</b> by the Bids and Awards Committee (BAC) Secretariat through[(i) manual submission at the office address indicated below <b>on or before May 12, 2026, 9:00AM.</b></p>   |
| <p>Bid opening shall be on May 05, 2026, 9:30AM at the BSWM Convention Hall, 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City and through videoconferencing/webcasting via ZOOM</p>  | <p>Bid <b>opening</b> shall be on <b>May 12, 2026, 9:30AM</b> at the BSWM Convention Hall, 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City and through videoconferencing/webcasting via ZOOM</p>   |
|  | <p><b>REITERATION</b><br/> <b>Section III. Bid Data Sheet, ITB Clause 5.4</b></p> <p>Bidder shall submit Completed Contract/s on any of the following items of <b>at least 50% of the ABC* (for PCAB</b></p> <ul style="list-style-type: none"> <li>1. Solar-Powered Irrigation System;</li> <li>2. Pump Irrigation/pump installation; in addition, the bidder shall submit any completed contract on solar-powered system/supply/installation of solar panels;</li> <li>3. Drip irrigation or sprinkler; in addition, the bidder shall submit any completed contract on solar-powered system or supply/installation of solar panels; or</li> <li>4. Small farm reservoir or small water impounding system; in addition, the bidder shall submit any contract on solar-powered system or supply/installation of solar panels</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>1. Projects are to be supported by documents to be verified during Post-Qualification.</li> <li>2. *Section 52.4.2.4 of the IRR of RA 12009 state that 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</li> </ul> |

| ORIGINAL  | AMENDED   |                     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
|---|---|---------------------|-------------|---------------------|-------------------|---|------------------|-----------------|---|-----------------|------------------|--------------------------|-----------------|--------------------------------|--------------------------------|-----------------|
|   | than the Allowable Range of Contract Cost of their registration based on the guidelines as prescribed by the PCAB.  |                     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| <p><b>Section III. Bid Data Sheet, ITB Clause 12</b></p> <p><b>List of Key Personnel</b></p> <p><u>For SFR &amp; Drip Sprinkler</u></p> <ul style="list-style-type: none"> <li>• 1 Project Manager</li> <li>• 1 Site Engineer</li> <li>• 1 Safety Officer</li> </ul> <p><u>For SPIS</u></p> <ul style="list-style-type: none"> <li>• 1 Project Manager</li> <li>• 1 Site Engineer</li> <li>• 1 Safety Officer</li> <li>• 1 Licensed Electrical Engineer</li> </ul> <p>The contractor shall provide Support Staff with a minimum of three (3) years of experience in their respective fields, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Foreman</li> <li>2. Leadman</li> <li>3. Welder</li> <li>4. Mason</li> <li>5. Painter/s</li> <li>6. Laborers</li> </ol> | <p><b>Section III. Bid Data Sheet, ITB Clause 12</b></p> <p><b>List of Key Personnel</b></p> <p><b><u>For SFR, Drip Sprinkler, &amp; SPIS</u></b></p> <table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Description</th> <th>Years of Experience</th> </tr> </thead> <tbody> <tr> <td>1 Project Manager</td> <td>Licensed Civil Engineer/ Agricultural and Biosystems Engineer</td> <td>at least 3 years</td> </tr> <tr> <td>1 Site Engineer</td> <td>Licensed Civil Engineer/ Agricultural and Biosystems Engineer</td> <td>at least 1 year</td> </tr> <tr> <td>1 Safety Officer</td> <td>COSH Certified Personnel</td> <td>at least 1 year</td> </tr> <tr> <td>1 Licensed Electrical Engineer</td> <td>1 Licensed Electrical Engineer</td> <td>at least 1 year</td> </tr> </tbody> </table> <p><i>Note: additional Site Engineers &amp; Safety Officers may be included by the Contractor, whichever deemed necessary for concurrent construction of SSIPs</i></p> <p>The Contractor shall provide <b>support staff</b> with relevant experience in their respective fields, subject to the following documentation requirements:</p> <ul style="list-style-type: none"> <li>• Foreman: Must submit a CV/Resume/bio-data.</li> <li>• Other Personnel: For all other roles listed below, the Contractor is required to provide the number of personnel, and must submit their bio-data prior to the signing of the contract.</li> </ul> <p>Support Staff include:</p> <ol style="list-style-type: none"> <li>1. Foreman (CV/Resume)</li> <li>2. Leadman</li> <li>3. Welder</li> <li>4. Mason</li> <li>5. Painter/s</li> <li>6. Laborers</li> <li>7. Heavy Equipment Operator (Optional)</li> <li>8. Well Driller</li> </ol> | Key Personnel       | Description | Years of Experience | 1 Project Manager | Licensed Civil Engineer/ Agricultural and Biosystems Engineer | at least 3 years | 1 Site Engineer | Licensed Civil Engineer/ Agricultural and Biosystems Engineer | at least 1 year | 1 Safety Officer | COSH Certified Personnel | at least 1 year | 1 Licensed Electrical Engineer | 1 Licensed Electrical Engineer | at least 1 year |
| Key Personnel   | Description   | Years of Experience |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| 1 Project Manager   | Licensed Civil Engineer/ Agricultural and Biosystems Engineer   | at least 3 years    |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| 1 Site Engineer   | Licensed Civil Engineer/ Agricultural and Biosystems Engineer   | at least 1 year     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| 1 Safety Officer  | COSH Certified Personnel  | at least 1 year     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| 1 Licensed Electrical Engineer  | 1 Licensed Electrical Engineer  | at least 1 year     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| <p><b>Section III. Bid Data Sheet, ITB Clause 12</b></p> <p><b><u>List of Contractors Major Equipment</u></b></p> <ol style="list-style-type: none"> <li>1. Truck Mounted Drilling rig</li> <li>2. One Bagger Mixer</li> <li>3. Generator Set</li> <li>4. Plate Compactor</li> <li>5. Backhoe Wheel type ( around 0.80 cu.m.)</li> <li>6. Dump Truck ( around 10-11 cu.m.)</li> </ol>   | <p><b>Section III. Bid Data Sheet, ITB Clause 12</b></p> <p><b><u>List of Contractors Major Equipment</u></b></p> <ol style="list-style-type: none"> <li>1. Truck/Tractor Mounted Drilling rig <b>that can drill up to 70-90 m depth with at least 6-12” dia.</b></li> <li>2. One Bagger Mixer</li> <li>3. Generator Set</li> <li>4. Plate Compactor</li> <li>5. Backhoe Wheel type or Crawler type ( around 0.80 cu.m.)</li> <li>6. Dump Truck ( around 10-11 cu.m.)</li> </ol>  |                     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |
| <p>Section III. Bid Data Sheet, ITB Clause 8.1</p> <p>Subcontracting is not allowed.</p>  | <p><b>Section III. Bid Data Sheet, ITB Clause 8.1</b></p> <p>Subcontracting is allowed for <b>Automation and programming of the drip and sprinkler irrigation</b> given that the contractor has no available in-house expertise.</p>  |                     |             |                     |                   |   |                  |                 |   |                 |                  |                          |                 |                                |                                |                 |



| ORIGINAL | AMENDED   |
|----------|---|
|          | <b>Revised Section VII. Technical Specifications/Terms of Reference (See Annex A)</b> |

## II. CLARIFICATIONS DISCUSSED DURING THE PRE-BID CONFERENCE

| ISSUES AND CONCERN  | AGREEMENT  |
|---|--|
| 1. Please clarify the OSHA Certified Personnel  | <p>Personnel for Safety Officer must have <b>Construction Occupational Safety and Health (COSH) Certification</b> for requirement.</p> <p>A mandatory 40-hour training program in the Philippines for safety officers in the construction industry. It ensures compliance with DOLE Department Order No. 13, focusing on hazard identification, risk assessment, accident prevention, and establishing safe work procedures on site.</p>   |
| 2. On the Single Largest Completed Contract   | <p>Bidders shall submit a Statement of Single Largest Completed Contract <b>equivalent to at least 50% of the ABC or at least PhP 4,500,000.00</b> in any of the following projects mentioned in ITB Clause 5.4.</p> <p>Section 52.4.2.4 of the IRR of RA 12009 state that <i>“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.”</i></p> <p>In cases where the Bidder submits a contract under items 2, 3, or 4, the Bidder shall likewise submit, in addition, at least one (1) Completed Contract covering solar-powered systems or the supply and/or installation of solar panels. <b>Such additional contracts may be of any amount.</b></p> |
| 3. On the Terms of Reference:<br>A. Who will be responsible for the soil investigation?<br><br>B. Who will be responsible for the Automation system of drip and sprinkler irrigation systems, as well as the installation, programming and maintenance? | <p>A. Soil Investigation will not be required to be presented by the contractor given that the end user has soil classification for the area.</p> <p>B. The contractor will be responsible for the programming and automation of the drip and sprinkler irrigation system and will act on the maintenance for the error of the system over the warranty period.</p>  |
| 4. On the Bill of Quantities<br>Kindly review the ABC versus the current market price (direct and indirect cost) ie. use of equipment, cement, solar panel, etc.  | The Approved Budget for Contract will have no further adjustment.  |
| 5. The Technical Working Group of the BSWM Central Office must be included in the pre-construction meetings prior to construction of the SSIP Project.  | Prior to the start of construction activities, the Contractor (Owner, project manager and foreman), BSWM Technical Working Group Representative, and Station Chief/Station Representative whose presence is required, must attend pre-construction meetings as organized for the purpose of discussing the execution of work.  |

## III. CLARIFICATIONS DISCUSSED DURING THE SITE INSPECTION

| ISSUES AND CONCERN  | AGREEMENT   |
|---|---|
| 1. The contractor is asking for the soil classification and topography map of the areas where SFRs will be constructed. | <ul style="list-style-type: none"> <li>The end user will provide the requested soil classification and topography map.</li> </ul> |

| ISSUES AND CONCERN  | AGREEMENT  |
|---|--|
| 2. Pump tests must be secured to check the water availability on the prospective area of two SPIS projects, given that there is no assurance to the availability of water, the end user will be required to still pay for the construction of the SPIS project. | <ul style="list-style-type: none"> <li>• The end user will provide the georesistivity test of the location where the SPIS will be constructed. Whereas, the Contractor shall still perform a standard pump test in accordance with accepted engineering and hydrogeological practices.</li> <li>• In the event that the initial pump test yields significantly below the required flow rates, the end user may propose relocation of the drilling and pump testing site. Relocation shall be limited to a <b>maximum radius of twenty (20) meters</b> from the original drilling location.</li> <li>• The proposed relocation site must be agreed upon jointly by the Contractor and the End User prior to any further drilling or testing activities. Final acceptance of the pump test results and any relocation undertaken shall be subject to approval by the End User or its authorized representative.</li> </ul> |
| 3. Disposal of excavated soil.  | <ul style="list-style-type: none"> <li>• Surplus excavated material shall be disposed of by the Contractor or as directed by the Station Engineer.</li> <li>• All remains from excavation will be used as filling materials, the location shall be at the discretion of the Center Chief.</li> <li>• Excavated materials will be disposed of to the nearest area not exceeding 100m.</li> </ul>  |
| 4. Will there be any consideration concerning the cost of labor and materials that would assist the project to perform accordingly despite said materials price increase.   | <ul style="list-style-type: none"> <li>• The Approved Budget for Contract will have no further adjustment.</li> </ul>  |
| 5. Will there be any source of water for drilling or SPIS   | <ul style="list-style-type: none"> <li>• The End user will provide a water source through the existing small water impounding system/ or alternative sources within the center.</li> </ul>   |
| 6. Variation of design of the perimeter fencing on the SFRs to minimize cost of construction.   | <ul style="list-style-type: none"> <li>• Any changes in the original Design, Plans and Specifications must be covered by Variation/ Change Order. Variation Orders must conform to the prescribed guidelines for variation order per R.A. 9184 or BSWM guidelines.</li> </ul>  |

**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.

Section II. Instruction to Bidder Clause 12- Documents Comprising the Bid: Technical and Financial Components

• **Section II. Technical Component Envelope**

- PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR;

- Special PCAB License and Registration, in case of Joint Venture (JV);
- Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- Statement of the Bidder's SLCC, in accordance with ITB Clause 5.5. except under conditions provided for in Sections 52.4.1.3 and 52.4.2.4 of the IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents. The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least satisfactory in the CPES, or a similar performance and monitoring system. In case of contracts with the private sector, an equivalent document shall be submitted;
- NFCC computation in accordance with ITB Clause 5.6;
- Joint Venture Agreement (JVA), if applicable;
- Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- Project Requirements, which shall include the following:
  - Organizational chart of the personnel to be deployed for the procurement project to be bid;
  - List of Contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the procurement project to be bid, with their complete qualifications and experience data. These personnel must meet the required minimum years of experience set in the BDS;
  - List of Contractor's major equipment units which are owned, leased, or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor or vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the BDS; and
- Omnibus Sworn Statement in accordance with Section 54.3 of the IRR.

● **Financial Component Envelope**

- Financial Bid Form, which includes the bid prices and the bill of quantities, in accordance with ITB Clauses 13.1.
- Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and
- Cash Flow by Quarter.
- Cost Estimate and Bill of Quantities shall be signed and sealed by ABE in Compliance with RA 10915.

● **Bid Security**

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<br>(Not less than the required Percentage of the ABC) |
|---|--|
| III. Cash or cashier's/manager's check issued by a Bank.  | Two percent (2%)   |
| IV. Bank draft or guarantee, or irrevocable Letter of Credit issued by a bank; Provided, however, That it shall be confirmed or authenticated by a bank, if issued by a foreign bank. | Five percent (5%)  |
| V. 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%)  |
| VI. 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.*

**Performance Security**

| FORM OF PERFORMANCE SECURITY  | Amount of Performance Security (Not less than the required percentage of the Total Contract Price) |
|---|--|
| a) Cash or cashier’s/manager’s check issued by a Bank.  | Goods and Consulting Services –<br>Five percent (5%)   |
| b) Bank draft or guarantee or irrevocable Letter of Credit issued by a bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank. | Infrastructure Projects – Ten percent (10%)  |
| c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.      | Thirty percent (30%)   |

i. **Retention Money (Infra) (Section 71.2.8 of IRR of RA 12009)**

**Progress payments are subject to retention of ten percent (10%)** referred to as the retention money. Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made.

The total retention money shall be due for release upon final acceptance of the works. The contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby Letters of Credit from a bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government; Provided, That the project is on schedule and is satisfactorily undertaken.

ii. **Warranty (Section 90 of IRR of RA 12009)**

1. From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following:
  - a. Any damage or destruction of the works except those occasioned by force majeure; and
  - a. Safety, protection, security, and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by its construction work.
2. One (1) year from project completion up to final acceptance or the defects liability period.

iii. **Awarding and Payment Terms:**

| PROJECT  | AWARD              | PAYMENT TERMS   |
|--|--------------------|---|
| Construction of Small Scale Irrigation Projects for NSWRRDC LUPEZ, San Idefonso, Bulacan | One Contract award | <ol style="list-style-type: none"> <li>1. Advance Payment for the Mobilization 15% of the Contract, upon written request letter from the Contractor</li> <li>2. Progress payment is allowed.</li> </ol> |

**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:

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

### NOTE:

- a. All photocopied documents must be stamped and signed “Certified True Copy”.
- a. And all pages/documents must be duly signed by the authorized representative (both original and duplicate copies).
- b. For easy reference, all bidders are requested to provide dog-ear codes/ tabs in the presentation of their documents.
- c. For bidders who intend to participate in several lots, they shall submit the following:
  0. **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.
  1. **1 Original and 1 Duplicate Copy of Financial Envelope** containing their financial proposal **for EVERY lot being participated.**
  - c. 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.
  - d. 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.
- i. Further clarification/s on the Bidding Document shall be in writing and must be submitted 10 days before the Opening of Bids.
- ii. 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).
- iii. Bidders may download the updated Bidding Forms at GPPB Website (<https://www.gppb.gov.ph/downloadables.php>).
- iv. In case of withdrawal of a 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.
- v. Bidders declared to have the Lowest/ Single Calculated Bid will be subject for Post-qualification.
- vi. 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.
- vii. 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.
- viii. 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

For guidance and information of all concerned.

**DENISE A. SOLANO**  
BAC Chairperson 

## ANNEX A

### **Revised Section VII. Specifications/Terms of Reference**

Project Title: **CONSTRUCTION OF SOLAR POWERED IRRIGATION SYSTEM**

Project Location: **NATIONAL SOIL AND WATER RESOURCES RESEARCH AND DEVELOPMENT CENTER – LOWLAND-UPLAND PEDO-ECOLOGICAL ZONE (NSWRRDC – LUPEZ), SAN ILDEFONSO, BULACAN**

Project Duration: **60 CALENDAR DAYS**

#### **BACKGROUND**

The NSWRRDC-LUPEZ, under the Department of Agriculture – Bureau of Soils and Water Management (DA-BSWM), is mandated to develop and promote soil and water management technologies tailored to both lowland and upland pedo-ecological zones. To effectively carry out this mandate, the Center must sustain year-round research and development (R&D) activities, which are highly dependent on a reliable water supply.

While the Center currently operates a Solar-Powered Irrigation System (SPIS), its capacity falls short of meeting the water demands required for continuous R&D operations. To address this limitation, the construction of an additional SPIS is necessary.

The construction of a new SPIS is a strategic solution that will directly address existing water limitations and significantly enhance the Center's operational capacity. This new SPIS will:

1. Enhance the Center's water supply capacity, enabling consistent implementation of R&D projects throughout the year.
2. Leverage renewable solar energy to extract groundwater, promoting sustainable and cost-efficient water sourcing.
3. Support the expansion of research activities by providing a stable water source for various field experiments.
4. Demonstrate climate-smart irrigation technology adaptable for smallholder farmers in similar agro-ecological zones.
5. Reinforce the Center's role as a venue for innovation in water and soil management, aligned with national goals for sustainable agriculture.

By ensuring adequate water availability, this SPIS will significantly strengthen the Center's ability to deliver on its mandate and support broader agricultural development efforts.

#### **SCOPE OF WORKS and TECHNICAL SPECIFICATIONS**

##### **GENERAL CONDITIONS:**

The Contractor shall be responsible for the mobilization and demobilization of all personnel, equipment, and materials to and from the project site. This includes the establishment and removal of the Contractor's temporary facilities such as site office, bunkhouse for laborers, and material storage areas.

For the entire duration of the project, the Contractor shall comply with all relevant Philippine building codes, health and safety standards, and environmental regulations. This compliance shall also extend to any applicable laws and ordinances of the concerned Local Government Unit, supplementing the National Building Code."

##### **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:

| <b>Key Personnel</b> | <b>Description</b>       | <b>Years of experience required</b> | <b>Documents</b>        |
|----------------------|--------------------------|-------------------------------------|-------------------------|
| Project Manager (1)  | Licensed Civil Engineer/ | Three (3) years                     | Curriculum Vitae/Resume |



|                    |  |              |   |
|--------------------|--|--------------|---|
|                    | Agricultural and Biosystems Engineer                             |              | Valid Professional Identification Card issued by Professional Regulation Commission (PRC) |
| Site Engineer (1)  | Licensed Civil Engineer/<br>Agricultural and Biosystems Engineer | One (1) year |   |
| Safety Officer (1) | Licensed Engineer/COSH Certified Personnel                       | One (1) year |   |

The Contractor shall provide support staff who possess relevant experience and, where applicable, the necessary minimum requirement such as bio-data and number of pledges in their respective fields. Such personnel shall include, but are not limited to, the following:

1. Foreman
2. Leadman
3. Welder
4. Mason
5. Painter/s
6. Heavy Equipment Operator (optional)
7. Laborers
8. Well Driller

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 the construction services, as stipulated in the Terms of Reference for this Project.

#### **EQUIPMENT REQUIREMENT**

The contractor shall provide the following equipment listed below before commencing to ensure the smooth flow of construction.

1. Truck Mounted Drilling rig
2. One Bagger Mixer
3. Generator Set
4. Plate Compactor
5. Welding Machine
6. Cutting outfit
7. Chain Saw
8. Grass Cutter

Equipment that are not listed here but listed in the Program of Works/DUPA shall also be provided by the contractor.

#### **MOBILIZATION AND DEMOBILIZATION**

Upon receipt of the Notice to Proceed, the Contractor shall immediately mobilize and transport all necessary equipment, materials, and personnel to the project site and demobilize or remove the same at the completion of the Project. All rubble and debris resulting from demolition activities shall be disposed of by the Contractor in accordance with applicable environmental regulations.

#### **SECURITY**

The Contractor shall assign personnel to ensure safety and security in the construction site to prevent illegal entry during nights; holidays and other period when work is not executed; and during working hours.

### **PRE-CONSTRUCTION MEETINGS**

Prior to the start of construction activities, the Contractor (Owner, project manager and foreman), Station Chief/Station, and Property Unit Representative whose presence is required, must attend pre-construction meetings as organized for the purpose of discussing the execution of work.

### **CLEANING-UP**

The Contractor shall at all times, keep the construction areas, including storage areas used, free from waste material or rubbish. Upon completion of construction, the Contractor shall dispose of any debris, spoiled materials and leave the premises in clean, neat workmanlike conditions satisfactory to the Owner/End-User.

### **MATERIALS AND LABOR**

All materials of every grade and kind, labor equipment tools and facilities necessary to complete the work shall conform with specified specifications or approved by the End-User or his/her duly assigned representative.

### **BUNK HOUSE**

The Contractor shall provide and maintain a suitable bunk house for the laborers during the construction period, at a location approved by the Center Chief or its duly assigned representative.

### **ELECTRICITY AND WATER USAGE**

The responsibility for electricity and water usage necessary for the execution of the work shall rest solely with the Contractor. All associated costs for temporary utilities, including installation, consumption, and eventual removal, must be borne by the Contractor and are considered part of the overall contract price. During the site inspection, the Contractor or his/her Project manager/engineer must be present, to ensure all necessary considerations and incidental costs are incorporated in his tender.

### **SPECIFICATIONS AND DRAWINGS**

All work included under all the following sections shall be done in good workmanship and shall conform to satisfactory performance based on industry standards and practices with plans and specifications.

#### **1. CLEARING OF SITE AND REMOVAL OF EXISTING STRUCTURES AND OBSTRUCTIONS**

The area for the construction of a solar powered irrigation system shall be cleared from Rubbish, grass, roots and other objectionable matter. Cutting of outgrowth of bushes and trees will be done, if necessary, under the guidance and with the assistance of the designated person in charge at the site/station. All tools such as bolo, grass cutter, chain saw, etc. shall be provided by the contractor.

#### **2. PROJECT BILLBOARD**

A project billboard shall be provided by the contractor with a frame made up of 2" x 4" Good lumber with 1.22m x 2.44m x 3/4" thickness plywood shall be constructed. Height and width are shown in the drawing. Design and contents of the tarpaulin shall be provided by the End/User.

#### **3. STAKING OUT, EXCAVATION AND BACKFILLING**



A staking out must be carried out prior to the commencement of any construction project to ensure accurate placement of the proposed structures. All excavations for foundations made into grade indicated in the drawings.

- a. Concrete footing and column (Solar Panels concrete pedestal) – excavation of 0.80m x 0.80m with a minimum depth of 0.65m for the concrete footing and column of the pedestals.
- b. Concrete footing and column (Fencing) – excavation of 0.40m x 0.40m with a minimum depth of 0.50 m for the concrete footing and column of the pedestals.
- c. CHB wall - excavation of 0.30 width for the chb with a minimum depth of 0.30 m.

Structural backfill need to be provided to fill-up hollow spaces between the footing/column up to the natural ground line or finished grade line whichever is appropriate and necessary. Excavations shall conform to the technical drawing and program of works and shall not exceed to the designed measurements/dimensions.

**a. GRAVEL FILL/ BEDDING**

- a. Gravel fill of 0.10 m thickness will be poured for all the concrete posts (solar panel pedestal & Fence posts) and CHB concrete footing (solar panel pedestal)

**b. CONCRETE WORKS**

All aggregates to be used shall be clean, hard, not coated with dirt and free from dust, lumps, and other deleterious substances.

All concrete works shall be done in accordance with the approval standard plans and specifications for concrete as adopted by the Philippine Government, unless otherwise specified.

**i. Proportioning of Concrete**

Class 'A' mixture (1:2:4) For all concrete works.

1. Construction of Concrete Footings (Solar Panels concrete pedestal) – concrete footings of 0.80m x 0.80m dimension with a thickness of 0.15m Reinforced with 4 - 12 mm  $\varnothing$  footing bars both ways on center.
2. Construction of Concrete columns (Solar Panels concrete pedestal) – concrete columns of 0.25m x 0.25m dimension with length of 1.00m reinforced with 4 - 12mm  $\varnothing$  rsb main bars with 10mm  $\varnothing$  rsb column ties spaced 3 - @ 0.05m, 3 @ 0.10m, 3 @ 0.15m and rest @ 0.20m O.C.
3. Construction of Concrete Footings (Fencing) – concrete footings of 0.40m x 0.40m dimension with a thickness of 0.10m Reinforced with 3 - 10 mm  $\varnothing$  footing bars both ways on center.
4. Construction of Concrete columns (Fencing) – concrete columns of 0.20m x 0.20m dimension with length of 1.20m reinforced with 4 - 10mm  $\varnothing$  rsb main bars with 10mm  $\varnothing$  rsb column ties spaced 3 - @ 0.05m, 3 @ 0.10m, 3 @ 0.15m and rest @ 0.20m O.C.
5. Construction of wall footing – concrete footing of 0.30m width with length of 28m reinforced with 2 - 10mm  $\varnothing$  rsb horizontal bars reinforced with 10mm  $\varnothing$  rsb spaced @ 0.30m on center.

**c. MASONRY WORKS**

Provision of 4" CHB for all masonry works and shall be in accordance with the standard specifications for concrete hollow block construction. The exposed area shall be plastered and shall be finished smoothly.

Spacing and sizes of reinforcement bars to be used for all works shall be done as indicated in the drawing.

**d. WELDED STRUCTURAL STEEL FOR SOLAR PANEL SUPPORT & FENCING**

**Solar Panel Support** - Provision of 2" x 4" x 3mm THK Rectangular Tube welded on a 6mm steel plate bolted the concrete post with anchor bolts.

**Fencing** – Provision of 2" dia. G.I. pipe S40 for the vertical posts and 1" dia. G.I. pipe for the horizontal frame with 2" x 2" gauge 14 cyclone wire.

All metal parts shall be grinded prior to painting and painted first with epoxy primer then finish with enamel paint.

**e. SOLAR PANELS, INVERTER AND ELECTRICAL ACCESSORIES**

Provision of the following Solar panel system equipment and materials with their specifications:

| Name of the Equipment                  | Specifications  |
|--|---|
| <b>Solar Array</b>                     | Rated Power: 600 watts, heavy duty anodized aluminum frame  |
| <b>Solar Inverter</b>                  | Rated Power: 11kW IP66<br>Frequency: 50/60 Hz<br>Rated Voltage: 3 x 380-440V<br>Rated Current: 16A  |
| <b>Variable Frequency Device (VFD)</b> | Rated Power: 11kW IP20<br>Frequency: 50/60 Hz<br>Rated Voltage: 3 x 380-440/441-500 V<br>Rated Current: 24-21 A<br>Maximum Current Consumption: 24A |
| <b>Sinewave Filter</b>                 | Frequency: 50 Hz<br>Rated Voltage: 3 x 200 – 500V<br>Rated Current: 8A<br>Enclosure class: IP20   |

**NOTE:** Complete specifications of the equipment mentioned are all indicated in the Technical Specifications Sheet.

**f. WATER SUPPLY SYSTEM AND ACCESSORIES**

Provision of Submersible water pump with the following specifications:

| TECHNICAL SPECIFICATIONS SHEET          |  |
|---|--|
| Submersible Water Pump                  |  |
| <b>Technical</b>                        |  |
| Pump speed on which pump data are based | 3222 rpm                                 |
| Actual calculated flow                  | 7.29 m <sup>3</sup> /h                   |
| Rated flow                              | 8.3 m <sup>3</sup> /h                    |
| Resulting head of the pump              | 89.01 m                                  |
| Rated head                              | 97.3 m                                   |
| Stages                                  | 15                                       |
| Number of reduced-diameter impellers    | NONE                                     |
| Approvals                               | CE,EAC,UKCA,SEPRO,MOROCCO                |
| Approvals for motor                     | CE,EAC,C_UL_US_NSF372MOROCCO,UKCA        |
| Approvals for drinking water            | ACS,DM174                                |
| Curve tolerance                         | ISO9906:2012 3B                          |
| Model                                   | B  |
| Motor version                           | T40                                      |
| Return valve                            | YES                                      |
| <b>Materials</b>                        |  |
| Pump                                    | Stainless steel<br>EN 1.4301<br>AISI 304 |
| Impeller                                | Stainless steel<br>EN 1.4301<br>AISI 304 |
| Motor                                   | Stainless steel<br>EN 1.4301             |
| Shaft seal                              | HM/Ceramics                              |
| <b>Electrical Data</b>                  |  |
| Motor type                              | MS4000                                   |
| Motor flange design                     | NEMA                                     |
| Rated power - P2                        | 3 kW                                     |
| Power (P2) required by pump             | 3 kW                                     |
| Mains frequency                         | 60 Hz                                    |
| Rated voltage                           | 3 x 380-400-415 V                        |
| Service factor                          | 1.15                                     |
| Rated current                           | 7.8-8.3-8.6 A                            |
| Starting current                        | 560-560-560 %                            |
| Cos phi - power factor                  | 0.8-0.73-0.68                            |
| Rated speed                             | 3470-3490-3500 rpm                       |
| Method of start                         | Direct-on-line (DOL)                     |
| Enclosure class (IEC 34-5)              | IP68                                     |
| Insulation class (IEC 85)               | F  |
| Ex-protection standard                  | NONE                                     |
| Thermal protection                      | External                                 |
| Built-in temp. transmitter              | No                                       |
| Length of cable                         | 1.7 m                                    |
| Power cable type                        | FLAT                                     |
| Motor No                                | 7C332508                                 |
| Cable number                            | 99412615                                 |
| Windings                                | Enameled                                 |

Provision of 1 ½” dia. HDPE pipe SDR17 distribution line from the submersible water pump to the Concrete water reservoir. For the casing, 8” dia. HDPE pipe SDR 11 shall be used. Accessories and fittings for the complete installation of the submersible water pump are all indicated in the drawing.

**GENERAL NOTES**

Any changes in the original Design, Plans and Specifications must be covered by Variation/Change Order. Variation Orders must conform to the prescribed guidelines for variation order per R.A. 9184 or BSWM guidelines.

**The end user will provide the georesistivity test of the location where the SPIS will be constructed. Whereas, the Contractor shall still perform a standard pump test in accordance with accepted engineering and hydrogeological practices.**

**In the event that the initial pump test yields significantly below the required flow rates, the end user may propose relocation of the drilling and pump testing site. Relocation shall be limited to a maximum radius of twenty (20) meters from the original drilling location.**

**The proposed relocation site must be agreed upon jointly by the Contractor and the End User prior to any further drilling or testing activities. Final acceptance of the pump test results and any relocation undertaken shall be subject to approval by the End User or its authorized representative.**

## TERMS OF PAYMENT

Payment shall be on in-place basis. Progress billing may be allowed subject to Contractor request for progress billing attached in Statement of Work Accomplishment subject for verification through inspection and acceptance by the Agency Inspection Committee and Property Management Office consistent with procurement and accounting rules and regulations. Advance payment of 15% may be allowed upon contractor's request subject for recoupment for subsequent billing.

**ANNEX B**

**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;
  - a. I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and
  - a. 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   | . two percent (2%) of the Approved Budget for the Contract (ABC); or<br>. the difference between the evaluated bid price and the ABC whichever is higher  |
| b. in the case of multiple bidders  | . two percent (2%) of the ABC; or<br>iv. 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 |
| e. in case of violations committed prior to the opening of the financial envelope | ix. a fixed amount of two percent of the ABC,   |

2. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - b. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - d. 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;

d. I am/we are declared the bidder with the *[Insert Award Criterion<sup>1</sup>]* 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]*

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Series of \_\_\_\_\_



## **ANNEX C**

### **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. \_\_\_\_\_.

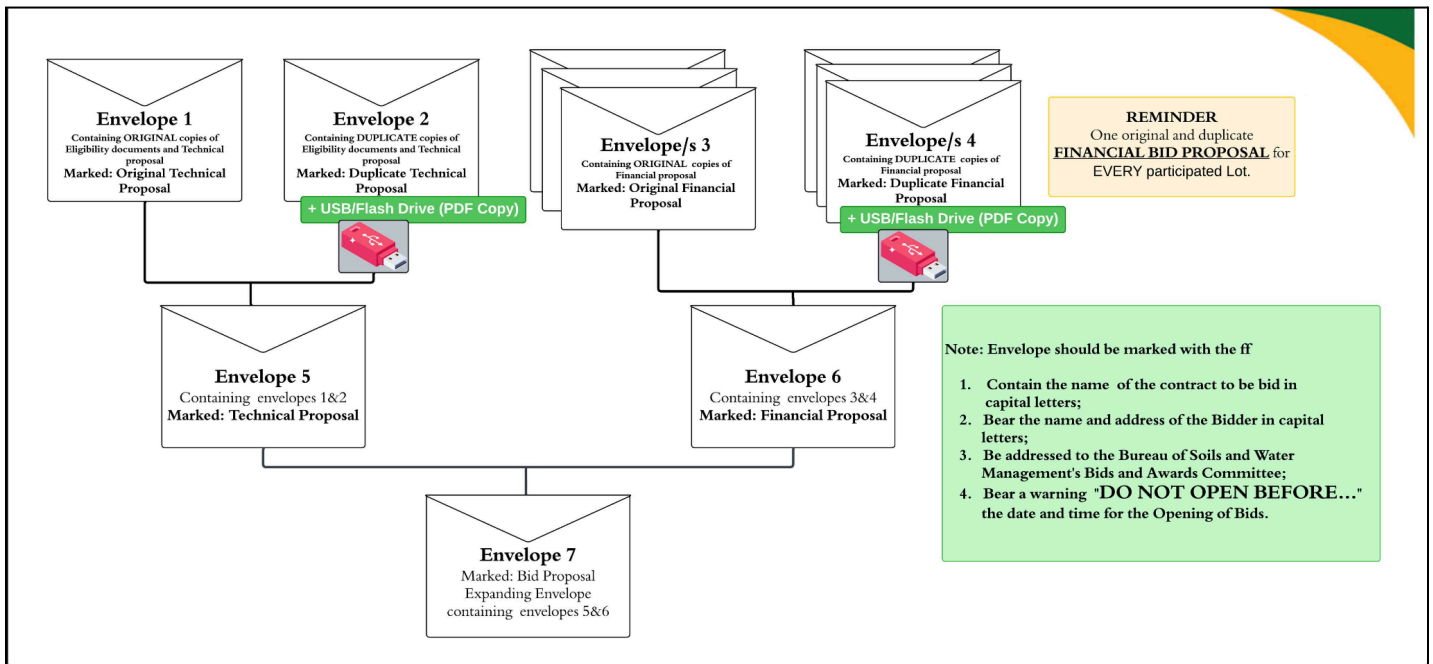
WITNESS MY HAND AND SEAL this \_\_ day of [month] [year].

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]

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

# ANNEX C

## SEALING AND MARKING OF BIDS



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.