

## Request for Proposal

### Consulting Services for the Appraisal of Technology Resource Center (TRC) Properties in NCR, Regions I, III, IV-A and Visayas; Merchants Investment Corporation – One Regular Membership Share in Canlubang Golf & Country Club Laguna; and Retired Servicemen Enterprises Properties in Quezon

Solicitation No. PMO-22-47

1. The Privatization and Management Office is a government agency mandated to take title to and possession of, conserve, provisionally manage and dispose of government assets and other properties.
2. The PMO intends to procure and engage the services of an Appraisal Firm in the determination of the Fair Market Value (FMV) and Fair Rental Value (FRV) of the Technology Resource Center (TRC) Properties in NCR, Regions I, III IV-A and Visayas; Merchants Investment Corporation – One Regular Membership Share in Canluang Golf and Country Club in Laguna and Retired Servicemen Enterprises properties in Quezon as listed in Section A of the Terms of Reference using appropriate valuation methodologies.
3. The Approved Budget for the Contract is **Eight Hundred Eighty Six Thousand One Hundred Pesos (PHP886,100.00)**, inclusive of all applicable taxes and fees.

Item No.	Asset Name	Approved Budget
1	Merchants Investment Corporation (One Regular Membership Share in Canlubang Golf & Country Club)	Php50,000.00
2	Technology Resource Center (TRC)	Php787,580.00
3	Retired Servicemen Enterprises (RETSER)	Php48,520.00
<b>Total</b>		<b>Php886,100.00</b>

4. The Consultant must have the following qualifications:
  - a. Should have at least five (5) years of experience in real estate and share of stock appraisal;
  - b. Must be able to assign a licensed Real Estate Appraiser with at least five (5) years of experience in appraisal works as Team Leader for the project, and;
  - c. Must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements.
5. The detailed responsibilities and deliverables for this Project are in the attached Terms of Reference.

6. The Consultant shall be evaluated using the Quality Based Evaluation (QBE) procedure. The criteria and rating for the selection of the winning consultant are as follows:

Evaluation Criteria	Score
A. Applicable experience of the Consultant	35%
B. Qualification of personnel who shall be assigned to the project	35%
C. Plan of Approach and Project Methodology	30%
<b>TOTAL SCORE</b>	<b>100%</b>

7. The Consultant is required to submit the following technical documents in a sealed envelope as basis for evaluation:
- Valid and current Mayor's/Business Permit (city or municipal)/Municipal License, where the principal place of business of the prospective bidder is located.
  - PHILGEPS Registration Number
  - Omnibus Sworn Statement. Notarized Omnibus Sworn Statement to be submitted when contract is awarded.
  - Curriculum Vitae of the Firm, using prescribed form (Annex A)
  - Curriculum Vitae (CV) for Proposed Team Leader, using prescribed form (Annex B)
  - Description of the Methodology and Work Plan, using prescribe form (Annex C)

**Note :** *Certificate of Platinum Membership* issued by PhilGEPS may be submitted in lieu of Mayor's Permit and PhilGEPS Registration Number.

8. The Consultant is also required to submit its Financial Proposal using the prescribed form (Annex D) in a separate sealed envelope. The Financial Proposal shall not exceed the approved budget for the Contract (ABC) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

Proposals received in excess of the ABC shall be automatically rejected.

9. The contract shall be effective from the date stated in the Notice to Proceed (NTP) and until the full delivery of the requirement and acceptance by the PMO is accomplished by the Consultant.
10. The Proposal composed of the aforecited documentary requirements, and the Financial Proposal must be submitted to the PMO-BAC Secretariat, on or before 2:00 p.m., **06 July 2022** at the Ground Floor, Privatization and Management Office, 104 Gamboa Street, Legaspi Village, Makati City. The proposal shall be addressed to **MA. LIRIO A. ZABALA, PMO-BAC Chairperson.**

11. The PMO reserves the right to accept or reject any and all proposals, annul the procurement process or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected Consultant.
12. For further information, your office may contact PMO-BAC Secretariat at [BAC@pmo.gov.ph](mailto:BAC@pmo.gov.ph) or at telephone number (02) 8893-7096 (from Monday to Friday, 7:00 a.m. to 6:00 p.m.) starting June 29, 2022.

**MA. LIRIO A. ZABALA**  
*Chairperson, PMO-BAC*

## Terms of Reference

Consulting Services for the Appraisal of Technology Resource Center (TRC) Properties in NCR, Regions I, III, IV-A and Visayas; Merchants Investment Corporation – One Regular Membership Share in Canlubang Golf & Country Club Laguna; and Retired Servicemen Enterprises Properties in Quezon

**APPROVED BUDGET FOR THE CONTRACT (ABC): EIGHT HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED PESOS**

(Php886,100.00), *inclusive of all applicable taxes and fees*

### A. Scope of Services

The Consultant undertakes and commits that it will promptly and fully perform the services in accordance with the requirements and specifications of PMO to determine the (a) Fair Market Value (FMV) and/or (b) Fair Rental Value (FRV) of the following Share of Stock and Real Estate Properties:

#### A. Share of Stock

Asset Name	No.	Stock Cert. No.	Area (m <sup>2</sup> )	Location
Merchants Investment Corporation (Canlubang Golf and Country Club)	1	Regular Membership Cert. No. 2005		Calamba, Laguna

#### B. Real Estate Properties

Asset Name	No.	TCT No.	Area (m <sup>2</sup> )	Location
Technology Resource Center				
National Capital Region	1	V-96327	5,000	Mayland Village, Brgy. Lawang Bato, Valenzuela City
	2	C-342079	371	Gov. Rencio M. Garcia St., cor. Eugenio Eusebio St., Banker's Village II, Caloocan City
	3	M-24840	851	Yanga St., Brgy. Maysilo, Malabon City
Region I	4	T-184419	3,615	Aliaga-Lepa Rd., Brgy. Aliaga, Malasiqui, Pangasinan
Region III	5	T-440244-R	1,717,600	Macabebe, Pampanga
	6	452089-R	8,372	Brgy. Palat, Porac, Pampanga
	7	542626-R	253	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	8	542622-R	279	Blk. 1, Lot 5, San Matias, Guagua, Pampanga

Asset Name	No.	TCT No.	Area (m <sup>2</sup> )	Location
	9	542617-R	240	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	10	542616-R	240	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	11	542614-R	240	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	12	542611-R	256	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	13	542610-R	244	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	14	542609-R	244	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	15	542608-R	244	Blk. 1, Lot 5, San Matias, Guagua, Pampanga
	16	T-48853	8,288	Brgy. Magsaysay Norte, Cabanatuan City, Nueva Ecija
	17	T-360358 (M)	914	Flamengo St., Brgy. Panghulo, Obando, Bulacan
	18	NT-277131	1,500,000	Sitio Makatulang, Brgy. Makabaklay, (Brgy. Sta. Cruz), Gapan City
Region IV-A	19	T-127771	214	Brgy. Banay Banay, Lipa City, Batangas
	20	T-904685	163	Block 9, Lot 115, Fiesta Homes Subd., Brgy. San Jose, Dasmariñas, Cavite
	21	236685	232	C. Lawis St., Brgy. Dela Paz, Antipolo City
	22	T-791047	2,066	DOI 48 Resettlement Road, Brgy. San Vicente, San Pedro, Laguna
	23	T-71093	8,041	Brgy. Bagong Pook, Malvar, Batangas
	24	T-71096	8,040	Brgy. Bagong Pook, Malvar, Batangas
	25	T-71095	1,933	Brgy. Bagong Pook, Malvar, Batangas
Visayas	26	T-124,691	3,746	Along F.C. Zulueta St., Brgy. Poblacion, South Oton, Iloilo
	27	T-124,693	3,762	Along F.C. Zulueta St., Brgy. Poblacion, South Oton, Iloilo
Retired Servicemen Enterprises	28	T-379883	14,278	Brgy. Pagsangahan, San Francisco, Quezon
	29	T-379884	111,178	Brgy. Pagsangahan, San Francisco, Quezon

## B. Performance Period, Deliverables and Terms

Upon receipt of the Notice to Proceed, the Consultant undertakes to complete all the appraisal reports and submit within one hundred (100) calendar days, submitting at least ten (10) appraisal reports every 30 calendar days, including the form attached as Annex E. Submitted appraisal reports shall be subjected to PMO's review, evaluation, and acceptance. Subsequent submission of each final appraisal report shall not exceed five (5) calendar days after PMO's review.

Asset Name	No. of TCTs/Stock Certificate/TD	Total Area (m <sup>2</sup> )	No. of Calendar Days for Completion
Merchants Investment Corporation (Canlubang Golf & Country Club)	1 Regular Membership Share Stock Cert. No. 2005		100
Technology Resource Center (TRC)			
NCR	3	6,222	
Region I	1	3,615	
Region III	14	3,247,251	
Region IV-A	7	20,689	
Visayas	2	7,508	
Retired Servicemen Enterprises	2	390,245	
<b>Total</b>	<b>30</b>	<b>3,675,530</b>	

## C. Terms of Payment

The payment shall be processed by the PMO within fifteen (15) to thirty (30) calendar days upon the issuance of Certificate of Final Acceptance by PMO's End-User.

A penalty of **PESOS: THREE HUNDRED (P300.00)** per calendar day shall be charged in the event of delay in the submission of the report for the first week (seven calendar days) and **FIVE HUNDRED (P500.00)** per succeeding calendar day of delay thereafter.

## D. Qualifications of the Consultant

1. With at least five (5) years of experience in real estate and share of stock appraisal;
2. With assigned licensed Real Estate Appraiser with at least five (5) years of experience in appraisal works as Team Leader, and;
3. Registered with the Philippines Government Electronic Procurement System (PhilGEPS) as a legitimate service provider for government requirements

## E. Procedure for the Evaluation of Proposal

PMO shall evaluate proposals using the Quality Based Evaluation (QBE) procedure. Each Prospective Consultant shall be required to submit their Technical and Financial Proposals simultaneously in a separate sealed envelopes.



The criteria and rating for the selection of the Consultant are as follows:

Evaluation Criteria	Score
A. Applicable experience of the Consultant	35%
B. Qualification of personnel who shall be assigned to the project	35%
C. Plan of Approach and Project Methodology	30%
<b>TOTAL SCORE</b>	<b>100%</b>

#### F. Data Assistance to be Provided by PMO

PMO will provide the Consultant all available pertinent documents and technical information necessary in the execution and performance of the services.

#### G. Documents to be submitted by the Consultant

The Consultant shall submit the following documents together with the Proposal.

1. Mayor's/ Business Permit;
2. PhilGEPS Registration Number;
3. Omnibus Sworn Statement. Notarized Omnibus Sworn Statement to be submitted when contract is awarded.

*Note: Certificate of Platinum Membership issued by PhilGEPS may be submitted in lieu of Mayor's Permit and PhilGEPS Registration Number.*

#### H. Liquidated Damages

The Consultant obliges itself to perform and complete all the Services within the period specified in the Terms of Reference and the Contract beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the Consultant fail to complete the Services within the stipulated time, a penalty of **PESOS: THREE HUNDRED (P300.00)** per calendar day shall be charged in the event of delay in the submission of the report for the first week (seven calendar days) and **FIVE HUNDRED (P500.00)** per succeeding calendar day of delay thereafter.

#### I. Performance Security

The Consultant shall post a performance security prior to the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

<p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>b) 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.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>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.</p>	<p>Thirty percent (30%)</p>
<p>d) Performance Securing Declaration (PSD)</p> <p><i>PSD Form attached as Annex F.</i></p>	<p>N/A</p>

The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance, subject to the following conditions: a) Procuring Entity has no claims filed against the contract awardee or the surety company; b) It has no claims for labor and materials filed against the contractor; and c) Other terms of the contract.

#### **J. Confidentiality Clause**

The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by PMO, unless the latter indicates the contrary. The Consultant shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to PMO.

The Consultant shall not be engaged by any person or entity whose business or interests are against the interests of PMO. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.



#### **K. Standard of Services**

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of PMO. To attain these, the Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the PMO at any time before its completion. The Consultant shall conduct regular consultation with PMO in relation to the undertaking of its responsibilities under the Contract Agreement.

#### **L. Conflict of Interest**

Any Consulting Firm which is directly associated or which may be directly associated with any entity having a conflict of interest in or bias against the PMO shall be disqualified from submission of quotation for Consulting Services for the Appraisal of the Properties.

In all cases, the Consultant which is indirectly associated or which may be indirectly associated with any entity that may have a conflict of interest in or bias against the PMO shall be required to disclose the extent of such relationship so that PMO may act upon the same accordingly.

#### **M. Subcontracting**

Subcontracting is not allowed.

#### **N. Corrupt, Fraudulent, Collusion, and Coercive Practices**

Any attempt by a Prospective Consultant to influence the Bids and Awards Committee (BAC) for Consulting Services or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be, and the implementation of other sanction/s and remedies as provided for by law.

#### **O. Obligations of the Appraiser**

The Appraiser shall:

1. Consider the physical condition of the asset.
2. Consider the condition in the locality in which a particular asset is located, preferably within a 1-kilometer radius from the asset's location.
3. Include the number of occupants/families/lessees in the asset being appraised, if applicable.

4. Include actual pictures taken at different angles, **specifying date taken**. Include in the shot a member of the appraisal company.
5. Include the source of data (name, address, telephone and distance from the property being appraised which shall be preferably within one (1) kilometer radius).
6. Incorporate in the report the zonal value of the property being appraised. If **FMV is lower than zonal valuation**, please explain variance. Attach a BIR-issued Certificate of Zonal Values of Real Properties for properties appraised.
7. Incorporate in the report the highest and best use of the properties being appraised.
8. Include in the report valuation of improvements.
9. Value the property as a) Vacant; and b) Occupied by informal settlers.
10. Submit the accomplished appraisal narrative report form (Annex E) provided for by the PMO, updated lot/ location plan, certified true copy of TCTs and tax declarations, certified true copy of stock certificate, clear and accurate vicinity and tax map of the property identifying the streets/landmarks.
11. Submit the final report in two (2) hard copies and one (1) soft copy.
12. The Consultant, at the request of the Procuring Entity, shall update the appraisal report of the properties in Sec. A., free of charge, within one (1) year from the signing of the Contract of Services.

#### **P. Obligations of PMO**

The PMO shall:

1. Provide information and documents, if necessary and available, pertaining to the property being appraised.
2. Provide necessary letters of authorization, clearances and/or passes to enable the conduct of appraisal.
3. Provide the winning bidder with inventory list of assets and equipment.
4. Pay the appraisal company upon completion and acceptance of the project.

**FORMAT OF CURRICULUM VITAE (CV) OF THE FIRM**

**Name of Firm** : \_\_\_\_\_

**Address** : \_\_\_\_\_

**Years of Experience** : \_\_\_\_\_  
**in Real Estate Appraisal**

**List of Similar Projects Undertaken within the period from \_\_December 2016 to \_\_ December 2021:**

Item No.	Name of Client	Project Name/Description	Project Location	Contract Amount	Date Started	Date Completed	List of Supporting Documents Attached

**Note:**

Each project listed above should be duly accomplished by the following supporting documents:

1. Contract or Proposal or any valid agreement between the parties; and
2. Certificate of Completion issued by the Client or a copy of the Official Receipt representing the Final Payment.

Listed Projects without or incomplete supporting documents will not be included in the evaluation.

**CERTIFICATION**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe  
*(the Consultancy Firm)*

**(Signature over Printed Name)**  
 Authorized Representative of the Appraisal Firm

*(Date)*

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM LEADER**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Personnel: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Real Estate Appraiser License No./: \_\_\_\_\_

Date of Expiration \_\_\_\_\_

Years of Experience in Appraisal Works: \_\_\_\_\_

**Education:**

School	Date Attended	Degree Obtained

**Training:**

School	Date Attended

**Employment Record:**

Position Held	Company	From	To

**Certification:**

I, the undersigned, certify that to the best of knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Commitment:**

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

*(Signature)*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of (month) (year) at (place of execution), Philippines. Affiant/s is/are personally know 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**

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

## DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

---

### A. Description of the Methodology and Work Plan

### B. Identification of Project Problems, Risks, and Suggested Solutions



## Financial Proposal Submission Form

Date

**ATTY. GERARD L. CHAN, CESO I**  
*Chief Privatization Officer*  
**Privatization and Management Officer**  
 104 Gamboa Street, Legaspi Village,  
 Makati City

Dear Atty. Chan:

I, the undersigned, as the duly authorized representative of **(Name of Company)**, offer to provide the consulting services for the Appraisal of Merchants Investment Corporation - One Regular Membership Share in Canlubang Golf and Country Club, Technology Resource Center (TRC) Properties and Retired Servicemen Enterprises (RETSER) Properties.

Our Financial Offer is for the sum of *(amount in words and figures)*, *inclusive of all applicable taxes*, for the duration of thirty (30) calendar days from the Consultant's actual receipt of the Notice to Proceed (NTP).

Item No.	Asset Name	Approved Budget	Financial Offer
1	Merchants Investment Corporation (One Regular Membership Share in Canlubang Golf & Country Club)	Php50,000.00	
2	Technology Resource Center (TRC)	Php787,580.00	
3	Retired Servicemen Enterprises (RETSER)	Php48,520.00	
<b>Total</b>		<b>Php886,100.00</b>	

Our Financial Offer shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the Contract.

We confirm that we have read, understood and accepted the contents of the Terms of Reference (TOR), and other forms sent to us.

We understand you are not bound to accept any Bid you receive.

Sincerely yours,

Authorized Signature:  
 Name of Signatory:  
 Address:



**PRIVATIZATION AND MANAGEMENT OFFICE**  
104 Gamboa St., Legaspi Village, Makati City

## APPRAISAL REPORT

Date: \_\_\_\_\_

I. LAND DATA					
Account/Asset Name					
Location of the Property					
Registered Owner/s					
Transfer Certificate of Title No.					
Registry for					
Area		Lot No., Block No.		(Lot) Plan No.	
Shape		Fronting Street		Street Width	
Frontage		Ave. Depth		Street Surface	
<b>Terrain</b> <input type="checkbox"/> Flat <input type="checkbox"/> Sloping <input type="checkbox"/> Rolling <input type="checkbox"/> Rugged <input type="checkbox"/> Street Level <input type="checkbox"/> Below Street Level <input type="checkbox"/> Below Street Level <input type="checkbox"/> Others <input type="checkbox"/> Other Observation					
<b>Boundaries</b>					
North		West			
South		East			
<b>Neighborhood</b>					
Kind of Locality	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Agricultural	
Availability of Facilities	<input type="checkbox"/> Electricity	<input type="checkbox"/> Telephone	<input type="checkbox"/> Water Supply	<input type="checkbox"/> Cable TV	
Highest and Best Use of Land	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Agricultural	
	<input type="checkbox"/> Other Comments _____				
<b>Other Information</b>					
<input type="checkbox"/> Property is occupied by	_____		<input type="checkbox"/> Property has no right of way		
<input type="checkbox"/> Property is squatted (No. of Families)	_____		<input type="checkbox"/> With encroachments in the property		
<input type="checkbox"/> Property is an interior lot	_____		<input type="checkbox"/> Title Verification Comments		
<input type="checkbox"/> Legal easement	_____		<input type="checkbox"/> Other Comments _____		
MARKET DATA					
Prices of Comparable Properties in the Vicinity					
Location (and source of data)		Area (in sq. m.)		Asking Price per Sq. M.	
BIR Zonal Value					

**Appraisal Report**

Account Name:  
Location:  
Date Inspected:

**II. BUILDING AND IMPROVEMENTS DATA**

Type of Building:  
Year Constructed:  
No. of Storeys:  
No. of Rooms:  
Total Floor Area:  
Frame/Foundation:  
Post and Beams:  
Roofing:  
Ceiling:  
Flooring:  
    Materials:  
    Finishes:  
Walls:  
    Materials:  
    Finishes:  
Partitions;  
    Materials:  
    Finishes:  
Windows:  
Doors:  
T&B:  
Staircase:  
Point Condition:  
Observed Physical Condition:

**VALUATION**

## Date Inspected:

[illegible]

## Appraisal Report

Account Name:

Location:

Date Inspected:

### VICINITY MAP

Not to Scale



## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

**[Jurat]**

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