



**Negotiated Procurement- Two
Failed Biddings
Supply and Delivery of
Promotional and Training
Materials for BSWM for CY
2024**

IB NO: BSWM-NP-2024-10-005

**Date issued
October 2024**



Republic of the Philippines
Department of Agriculture
BUREAU OF SOILS AND WATER MANAGEMENT
SRDC Bldg., Elliptical Road corner Visayas Avenue,
Diliman, Quezon City 1101

INVITATION TO BID

Negotiated Procurement- Two Failed Biddings

Supply and Delivery of Promotional and Training Materials for BSWM for

CY 2024 - IB NO: BSWM -NP-2024-10-005

1. The Bureau of Soils and Water Management (BSWM), through the *General Appropriations Act for CY 2024* intends to apply the sum of **Two Million Pesos (PhP 2,000,000.00)** being the approved budget for the contract (ABC) to payments under the contract for **Negotiated Procurement- Two Failed Biddings- Supply and Delivery of Promotional and Training Materials for BSWM for CY 2024 - IB NO: BSWM-NP-2024-10-005**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The BSWM now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.
4. The interested bidders may obtain further information from the BAC Secretariat at the address given below **until 23 October 2023, Monday to Friday, at 8:00AM to 5:00PM**
5. The BSWM will hold a **Negotiation Meeting on 22 October 2024 at BSWM Function Room and via Zoom**, which shall be open to prospective bidders.
6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at the office address indicated above **on or before 9:00 AM of 24 October 2024**. Late submission shall not be accepted.
7. Interested bidders shall submit the following documents in sealed envelopes, labeled as "Negotiated Procurement for Two-Failed Biddings", with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

I. Eligibility and Technical Documents

- a. Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b. Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to ***Contract on Promotional Materials equivalent to at least twenty-five percent (25%) of the ABC*** which shall be completed **within the last 5 years** prior to the date of submission of the best and final offer.

- c. Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:
 - i. In case of cash, Manager's Check, Bank Guarantee (2% of the ABC)
 - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC)
 - iii. Bid Securing Declaration. (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".) (Annex A)
 - d. Conformity with the Schedule of Requirements (Annex B);
 - e. Conformity with the Technical Specifications (Annex C);
 - f. Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.
- In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- g. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. Financial Documents

- h. Bid Form
 - i. Price Schedule
- 8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
 - 9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.


11. For further information, please refer
to: FRANCE JOSEPHINE C. BAUTISTA
BIDS AND AWARDS COMMITTEE SECRETARIAT'S OFFICE
2ND FLOOR, SRDC BLDG.,
VISAYAS AVE. COR. ELLIPTICAL ROAD, DILIMAN, QUEZON CITY
TELEFAX NUMBER: +63-2-8273-2474 loc 3218
EMAIL ADDRESS: bac@bswm.da.gov.ph or bswm.bacsec@gmail.com WEBSITE: www.bswm.gov.ph
FB Page: <https://www.facebook.com/bswmpms>

You may visit the following websites:

For downloading of Bidding Documents:

PhilGEPS- <https://notices.philgeps.gov.ph/>, BSWM Website- www.bswm.gov.ph or BSWM
Procurement Service Facebook Page- <https://www.facebook.com/bswmpms> .

DENISE A. SOLANO

Chairperson, Bids and Awards Committee 

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Delivered, Weeks/Months
1	Negotiated Procurement- Two Failed Bidding Supply and Delivery of Promotional and Training Materials for BSWM for CY 2024	As stated in Section VII. Technical Specifications. Final sample (for approval of end-user) shall be provided within 30 calendar days after receipt of Notice to Proceed.

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

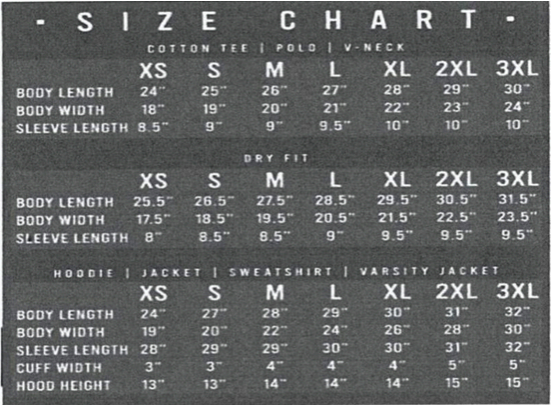
Date

Annex A

Technical Specifications

Item	Specification	Statement of Compliance
<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>		

ITEM NO.	ITEM DESCRIPTION	QTY	STATEMENT OF COMPLIANCE
	2024-06-0927 LSD-NSHP-CURRENT		
	Sublimated Long Sleeve Dri-fit Shirt	5,000	
	Specifications:		
	-Long sleeve		
	-Round binder neck front		
	-Drifit technology, stretch fit		
	GSM at least 140gsm		
	Fully sublimated, all colours and logos are dyed directly into the fabric to ensure durability and flexibility		
	Extra Small - 250 pcs		
	Small - 800 pcs		
	Medium - 1000 pcs		
	Large - 1350 pcs		
	XL - 600 pcs		
	2XL - 600 pcs		
	3XL - 250 pcs		
	4XL - 150 pcs		
	Delivery Schedule: on or before November 8, 2024		

	Customized Notebook	5,000	
	Specifications:		
	Soft bind notebook		
	No. of leaves: 50 leaves minimum		
	Notebook Cover: Cardboard (Glossy; color white with design and BSWM Logo)		
	Notebook paper quality: 70 gsm		
	Dimension: 148 mm x 200 mm		
	Delivery Schedule: on or before November 8, 2024		
	Bidder shall use the BSWM Size Chart: 		

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
	2024-06-0927 LSD-NSHP-CURRENT				
1	Sublimated Long Sleeve Dri-fit Shirt	5,000	pcs	300.00	1,500,000.00
	Specifications:				
	-Long sleeve				
	-Round binder neck front				
	-Drifit technology, stretch fit				
	GSM at least 140gsm				
	Fully sublimated, all colours and logos are dyed directly into the fabric to ensure durability and flexibility				
	Extra Small - 250 pcs				
	Small - 800 pcs				
	Medium - 1000 pcs				
	Large - 1350 pcs				
	XL - 600 pcs				
	2XL - 600 pcs				
	3XL - 250 pcs				
	4XL - 150 pcs				
	Delivery Schedule: on or before November 8, 2024				
2	Customized Notebook	5,000	pcs	100.00	500,000.00
	Specifications:				
	Soft bind notebook				
	No. of leaves: 50 leaves minimum				
	Notebook Cover: Cardboard (Glossy; color white with design and BSWM Logo)				
	Notebook paper quality: 70 gsm				
	Dimension: 148 mm x 200 mm				
	Delivery Schedule: on or before November 8, 2024				

Bidder shall use the BSWM Size Chart:

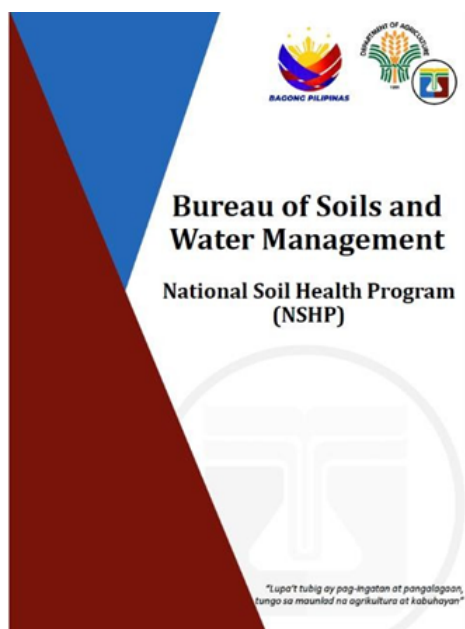
- S I Z E C H A R T -							
COTTON TEE POLO V-NECK							
	XS	S	M	L	XL	2XL	3XL
BODY LENGTH	24"	25"	26"	27"	28"	29"	30"
BODY WIDTH	18"	19"	20"	21"	22"	23"	24"
SLEEVE LENGTH	8.5"	9"	9"	9.5"	10"	10"	10"
DRY FIT							
	XS	S	M	L	XL	2XL	3XL
BODY LENGTH	25.5"	26.5"	27.5"	28.5"	29.5"	30.5"	31.5"
BODY WIDTH	17.5"	18.5"	19.5"	20.5"	21.5"	22.5"	23.5"
SLEEVE LENGTH	8"	8.5"	8.5"	9"	9.5"	9.5"	9.5"
HOODIE JACKET SWEATSHIRT VARSITY JACKET							
	XS	S	M	L	XL	2XL	3XL
BODY LENGTH	24"	27"	28"	29"	30"	31"	32"
BODY WIDTH	19"	20"	22"	24"	26"	28"	30"
SLEEVE LENGTH	28"	29"	29"	30"	30"	31"	32"
CUFF WIDTH	3"	3"	4"	4"	4"	5"	5"
HOOD HEIGHT	13"	13"	14"	14"	14"	15"	15"

For details, please refer to this link:

https://drive.google.com/drive/folders/1W6jvfWRn-bCXxHoe_yR1AHilbPURYNtj?usp=sharing

Sample Picture:

Item No. 1

A form for registration in the National Soil Health Program (NSHP). It has a blue and red geometric design on the left. The form includes fields for "NAME", "ADDRESS", "FARMER ASSOCIATION", and "RSBSA NO.". Logos for the Department of Agriculture and the Bureau of Soils and Water Management are at the top.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>End-User Representative, Property Management Unit, and Inspection Committee.</i></p> <p><i>Supplier shall coordinate with the Property Management Unit for final schedule of services. For schedule of delivery. Please refer to this link:</i></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div data-bbox="555 1263 847 1312" data-label="Text"> <p>https://sites.google.com/view/pmu-scheduleofdelivery/home</p> </div> <div data-bbox="951 1227 1121 1402" data-label="Image"> </div> </div> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>One Year</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>not more than Seven Calendar Days</i> of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>The terms of payment shall be as follows:</i></p> <p><i>Progress Billing is allowed upon complete delivery per line item subject to submission of complete documentary requirement and accounting and auditing rules</i></p>
4	<p>The inspections and tests that will be conducted are: <i>Inspection per conformity and compliance to technical specifications.</i></p>

Annex A: Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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 as defined and provided for in the Uniform Guidelines on Blacklisting;

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 rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[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.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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]

Sealing and Marking of Bid:

