

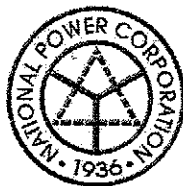


REPUBLIC OF THE PHILIPPINES
NATIONAL POWER CORPORATION
(Pambansang Korporasyon sa Elektrisidad)

TERMS OF REFERENCE

Name of Project : TWO (2) YEAR RENTAL OF
OFFICE BUILDING FOR
NATIONAL POWER CORPORATION
HEAD OFFICE (NPC-HO)

PR No. : HO-AFG24-004
Ref. No. : EC240816-AM



National Power Corporation

NEGOTIATED PROCUREMENT

NP 2024-0021

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Pre-Nego Conference	Bid Submission / Opening	ABC
HO-AFG24-004 / EC240816-AM Two (2) Year Rental of Office Building for National Power Corporation Head Office (NPC-HO)	12 August 2024 9:30 AM	15 August 2024 9:30 AM	₱ 84,200,000.00

2. The NPC now invites Bids for Items listed above. Delivery of the items is required within **(see table below)** in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-AFG24-004	Two (2) Years	-

3. Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
4. Bidders shall submit their bid containing the original, certified true copy, or photocopy signed by the bidder of the following documents:

- a. Mayor's/Business Permit by the city or municipality where the principal place of business of the prospective bidders is located, or the equivalent document for Exclusive Economic Zones or Areas

In case of a recently expired Mayor's/Business Permit, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of 2016 Revised IRR of RA 9184.

- b. Omnibus Sworn Statement (NPCSF-GOODS-07) in accordance with Section 25.2 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Annex "B" complete the following attachments:

- For Sole Proprietorship:
Special Power of Attorney
- For Partnership/Corporation/Cooperative/Joint Venture:
Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)

c. Price Quotation Form ("Annex A")

The absence of any documentary requirement enumerated herein shall disqualify the bidder.

The Bids shall be opened to determine the Single/Lowest Calculated Quotation (SCQ/LCQ). The SCQ/LCQ shall only be based on the monthly rental rate offered. Bids received containing total costs above **Eighty-Four Million Two Hundred Thousand Pesos (Php 84,200,000.00)** shall be automatically rejected.

The real property being offered by the Bidder with the LCQ/SCQ shall be rated in accordance with the Term of Reference (TOR) (Appendix A). An ocular inspection of the leased premises will be conducted to verify and ascertain the offer and statements made by the bidder with the Lowest Calculated Quotation.

The SCQ/LCQ which scored at least Ninety percent (90%) pursuant to the Table of Rating Factors for Lease of Real Property included herein will be considered as the passing rate for reasonableness and shall be declared as the **Single/Lowest Calculated and Responsive Quotation (S/LCRQ)**. A bid is determined to be responsive if it is equal to or higher than the passing rate.

5. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
6. A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the website of the National Power Corporation <http://www.napocor.gov.ph>.
7. NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Negotiation Conference at the Kaifao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:
 - a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate.
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - c. The requirements herein stated, including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
8. Bids must be delivered to the address below on the date stated above. Late bids shall not be accepted.
9. NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the contract award, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

**Bids and Contracts Services Division,
Logistics Department**

Gabriel Y. Itchon Building

Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)

Cor. Quezon Ave., Diliman, Quezon City, 1100

Tel Nos.: 8921-3541 local 5564/5713

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph



ATTY. MELCHOR P. RIDULME

Sr. Vice President & COO and
Chairman, Bids and Awards Committee

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TERMS OF REFERENCE**PART - I****1.0 GENERAL**

The National Power Corporation (NPC) seeks proposals for a 2-year office space or building rental to accommodate its head office employees.

2.0 CONTRACT/LEASE DURATION

The lease contract shall be for a period of two (2) years.

3.0 SCOPE OF THE CONTRACT

The scope under this Contract shall essentially consist of, but not limited to the following:

- 3.1 The monthly rental of the leased premises is inclusive of all taxes and NPC shall pay two (2) months advance and two (2) months security deposit which will cover for damages to the leased premises and other charges. It shall be applied as monthly payment of lease before the termination of the contract of lease, if no such damages and other charges are made on the lease premises.
- 3.2 NPC shall pay the Lessor construction bond deposit which will be equivalent to one (1) month rental payment. It shall be applied as monthly payment of lease before the termination of the contract.
- 3.3 NPC shall pay the Lessor utility bond deposit which will be equivalent to one (1) month rental payment. It shall be applied as monthly payment of lease before the termination of the contract.
- 3.4 NPC shall bind himself to pay the Lessor the monthly rentals every 5th day of the succeeding month without necessity of demand at the leased premises.
- 3.5 NPC shall pay for the consumption cost of public utility services such as water bills, electricity bills and telephone bills and that, in the event of notice for termination of contract is given, such utility services consumed by NPC shall be settled.
- 3.6 The premises must be ready for occupancy.



4.0 IMPROVEMENTS

- 4.1 NPC shall not make any structural change, alteration or improvements in the leased premises, which shall modify or either in a way, the occupied premises without the previous written consent of the Lessor. Should consent be given, any improvements, or alterations shall be the sole expense of the NPC and shall become the property of Lessor upon termination of the lease, except those which can be removed by NPC without causing damage or injury to the leased premises.
- 4.2 NPC should acknowledge that the leased premises are in good tenable condition and agrees to keep and maintain the same in such condition.
- 4.3 NPC shall not place or store or cause to be placed or stored in the leased premises any inflammable materials which shall constitute fire hazard, nor place any object or obstruction along the corridors and hallways; nor store any goods, any merchandise considered contraband under the law.
- 4.4 NPC shall undertake to keep the premises clean and sanitary, devoid of unnecessary noise and shall further comply with all existing laws, rules and regulations on sanitation, public health and safety.

5.0 MAINTENANCE, REPAIR AND REPLACEMENT

- 5.1 NPC shall well and sufficiently preserve, repair and maintain in good, clean tenable condition, at its own cost, the interiors of the Unit/leased premises, including the flooring, interior walls or other finishes, doors, windows, cables, conduits, wirings, sockets, electrical installations, and plumbing fixtures found in or about the Unit/leased premises.
- 5.2 NPC shall, at its own expense, replace the light bulbs in the unit/leased premises with the same type and wattage as well as the repair or replace parts in the toilet tank with the same type and quality as that installed by the Lessor. The unit and all additions and installations supplied by the Lessor shall be kept in good, clean, working condition. NPC shall keep drains, pipes, sanitary or plumbing apparatus in the unit in good, clean and tenable condition.
- 5.3 NPC shall pay the Lessor the cost in cleaning, repairing or replacing any of the same when found to be blocked or stopped. NPC shall take as such steps and precautions at its own cost to prevent the leased premises from becoming infested with termites, rats, mice, cockroaches, or other pests or vermin. Should NPC fail to maintain the leased premises properly such that the same is infested with pests, Lessor may employ pest control services on the leased premises and charge the cost thereof to NPC. All minor repairs in the leased area will be at NPC's sole expense. Major repairs on the leased area not caused by or attributable to Lessor's failure or negligence shall be for NPC's sole account.



6.0 BID PRICES

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive.

7.0 BID PRICE VALIDITY

Price Validity shall be not less than One Hundred Twenty (120) calendar days from date of bid submission.

8.0 ELIGIBILITY CRITERIA

- a) Bids shall be checked using PASS/FAIL Criteria for Legal, Technical and Financial components.
- b) From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Single/Lowest Calculated Quotation (S/LCQ).

9.0 POST QUALIFICATION

Submitted and other documents of the S/LCQ shall be subjected to post qualification evaluation. Documents to be submitted during the Post-Qualification shall include the following:

- a. PhilGEPS Registration Number
- b. Latest Income/Business Tax Returns
- c. Articles of Incorporation
- d. Board Resolution/Authority of the Lessor to enter into a contract
- e. Latest As-built plans of the leasable space, including electrical, architectural, plumbing, fire protection, sanitary, and other relevant plans
- f. Updated permits issued by LGU (such as, electrical, mechanical, sanitary/plumbing permits and fire safety evaluation clearance)
- g. Certificate of Occupancy
- h. Certificate of Structural Soundness and Stability
- i. Original/Transfer Certificate of Title or in the alternative, a recent Certified True Copy thereof
- j. Latest Tax Declaration of Real Estate/Tax Certificate
- k. Other documents that may be required

The quotation that PASSED the Post-Qualification shall be declared as the Single/Lowest Calculated Responsive Quotation (S/LCRQ)

10.0 NOTICE TO LESSOR

- a) Lessor shall pick-up the Contract/Notice to Proceed (NTP) from NPC within five (5) calendar days from receipt of the Notice of Award.
- b) Failure to secure the contract/NTP by the Lessor within the said period will mean Cancellation of the same and imposition of penalties as prescribed by law.



11.0 CONTRACT EFFECTIVITY

- a. The contract shall take effect immediately upon receipt of the Contract/NTP by the Lessor sent through email as confirmed by the Lessor's representative.
- b. The Lessor shall make available the leased premises within seven (7) calendar days upon receipt of NTP.

12.0 TERMS OF PAYMENT

Two (2) months advance rental deposit, two (2) months security deposit, one (1) month construction bond deposit, one (1) month utility deposit and initial monthly rental shall be paid within thirty (30) days after submission of, but not limited to statement of account and contract.

13.0 LIABILITY OF THE LESSOR

If after and accepting the Contract, the Lessor fails to make available the leased premises, appropriate sanctions will be Imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR)

14.0 DAMAGE BY FORCE MAJEURE

If the leased premises shall be damaged partially by fire or other causes without the fault of NPC, the damages shall be repaired at the expense of the Lessor.

15.0 RESERVATION CLAUSE

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.



PART - II**16.0 SPECIFICATION REQUIREMENTS**

The Negotiating Team (NT) will be using **Table of Rating for Lease of Office Space** as basis for technical evaluation. Bidders should receive a Factor Value of **at least 90%**.

ITEM	RATING FACTORS	NPC REQUIREMENT	WEIGHT (%)
I	Location and Site Condition		
	1. Accessibility	Accessible to any means of public transport	40
	2. Location	Proximity from existing NPC Head Office Bldg. (must be within the 3.0km radius from existing NPC Head Office Bldg.)	20
	3. Topography and Drainage	Not prone to flooding and with sufficient/standard drainage system	25
	4. Pay Parking space	Available pay parking space within the complex for employees and visitors at fixed rate	15
Subtotal I			100
II	Neighborhood Data		
	1. Sanitation and health condition	Good sanitary conditions (with garbage collection facility)	20
	2. Property utilization	For commercial and/or office use	15
	3. Police and fire station	Proximity and accessibility to police station and fire station	20
	4. Cafeterias	Proximity to canteen or other food concessionaires	15
	5. Banking/postal/telecom	Proximity to telecom lines, postal services, and banks.	15
	6. Health Service Provider	Proximity to health care facilities	15
Subtotal II			100
III	Real Property		
	1. Structural Condition	National Building Code-compliant concrete or steel structure (with Certificate of Occupancy, Certificate of Structural Soundness & Stability and other permits issued annually by the LGU)	25
	2. Functionality		
	a. Module	Fitted with modular workstations (for at least 400 employees)	20
	b. <u>Light and ventilation</u>	With sufficient electrical lights (at least 300 Lux) and outlets; proper and sufficient ventilation (at least 5cfm/person)	6
	3. Facilities		
	a. Water supply and toilet	Available and standard provisions/connection for water; With comfort room(s) in each floor with the following details: - Male: At least 4 Water Closets,	2



		4 Urinals, 3 lavatories - Female: At least 9 Water Closets and 3 lavatories	
		Available sub-meter in the leased space	2
	b. Lighting system, power, and ventilation	Availability of standby genset in case of power failure	3
		400V AC; 3phase power supply	4
		240V AC power supply	2
	c. Internet and Telecom Facilities	With at least two (2) risers going to leased areas	3
	d. Elevator	At least 3 elevators	4
	e. Fire escape	With fire escape/exits	10
	f. Firefighting equipment	With sprinkler system and FDAS	10
	4. Other requirement		
	a. Maintenance	Maintenance of A/C units is for the Lessor's account	4
	b. Insurance	Insurance for the CUSA	3
	c. Attractiveness	Modern	2
Subtotal III			100
IV	Free Services & Facilities		
	1. Janitorial and Security	Lessor shall provide janitorial and security on CUSA.	20
	2. Air conditioning	Available and sufficient A/C units (at least 794.5kJ/hr./sqm per floor) at the CUSA and the leased area	20
	3. Electricity Power	Available billing meter	15
	4. Repair and maintenance	Lessor's account for the CUSA including AC units in the leased areas	15
		Allow the Lessee to maintain and repair the leasable spaces	5
	5. Secured parking space	Available security guard and CCTIV in the parking areas	25
Subtotal IV			100



17.0 DETAILED EVALUATION AND COMPARISON OF BIDS

The bids shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

The NT will use the following criteria for evaluation:

TABLE OF RATING FACTORS FOR LEASE OF OFFICE SPACE

ITEM	RATING FACTORS	NPC REQUIREMENT (Add scores on right)		WEIGHT (%)	RATING
I	Location and Site Condition				
	1. Accessibility	Accessible by Public Utility Vehicles (Rail transits, PUJ, PUB, Taxi)	40	40	
		PUJ, PUB and Tn axi only	20		
		Taxi only	0		
	2. Location (Proximity from existing NPC Head Office)	Within 3.0 kms	20	20	
		Beyond 3.0 kms	0		
	3. Topography and Drainage	Not prone to flooding during heavy rains, with sufficient drainage system	25	25	
		With drainage but may flood due to heavy rains	15		
		Without drainage and may flood due to heavy rains	0		
	4. Pay parking space	Available pay parking space within the complex for employees and visitors	15	15	
		No pay parking space	0		
Subtotal I				100	
II	Neighborhood Data				
	1. Sanitation and health condition	Garbage collection facility, without open canal/trash dump site, etc)	20	20	
		No available garbage collection	0		
	2. Property utilization	Mixed commercial and/or office use	15	15	
		For other usage	0		
	3. Police and fire station	Within 2 kms.	20	20	
		Within 4 kms.	10		
		Within 6 kms.	5		
	4. Cafeterias	Within the building	15	15	
		Within 50 m.	5		
		Beyond 50 m.	0		
	5. Banking/ postal/ telecom	Within 2 kms.	15	15	
		Within 3 kms.	5		
		Within 4 kms.	0		



	6. Health Service Provider	Within 2 kms.	15	15	
		Within 3 kms.	10		
		Within 4 kms.	5		
Subtotal II				100	
III	Real Property				
	1. Structural condition	National Building Code-compliant concrete or steel structure constructed within 5 years (with Certificate of Occupancy, Certificate of Structural Soundness & Stability and other permits issued annually by the LGU)	25	25	
		National Building Code-compliant concrete or steel structure constructed within 6-14 years (with Certificate of Occupancy or Certificate of Structural Soundness & Stability and other permits issued annually by the LGU)	10		
		Concrete or steel structure constructed 15 years or older	0		
	2. Functionality				
	a. Module	Fitted with cubicle partitions (for at least 400 employees)	20	20	
		Fitted with cubicle partitions (for less than 400 employees)	5		
		No cubicle partitions	0		
	b. Light and ventilation	With sufficient electrical lights and outlets (at least 300 Lux); proper and sufficient ventilation (at least 5cfm/person)	6	6	
		Insufficient electrical lights and outlets and ventilation	0		
	3. Facilities				
	a. Water supply and toilet	With sufficient water supply and toilets (per floor) with the ff. details: - Male: At least 4 Water Closets, 4 Urinals, 3 lavatories - Female: At least 9 Water Closets and 3 lavatories	2	2	
		With sufficient water supply but toilets (per	0		



		floor) with the ff. details: - Male: Less than: 4 Water Closets, 4 Urinals, 3 lavatories - Female: Less than: 9 Water Closets and 3 lavatories			
		Available sub-meter in the leased space	2	2	
		No available sub-meter in the leased space	0		
	b. Lighting system and power	Availability of standby genset in case of power failure	3	3	
		No standby generating set	0		
		400V AC; 3phase power supply	4	4	
		No 400V AC; 3phase power supply	0		
		240V AC power supply	2	2	
		No 240V AC power supply	0		
	c. Internet & Telecom Facilities	With at least two (2) risers going to leased areas.	3	3	
		Only 1 riser going to leased areas	0		
	d. Elevators	With 3 or more elevators	4	4	
		Less than 3 elevators	0		
	e. Fire escape	With fire escape/exits	10	10	
		Without fire escape/exits	0		
	f. Firefighting equipment	With sprinkler system and FDAS	10	10	
		With sprinkler system but without FDAS	0		
	4. Other requirements				
	a. Maintenance	Lessor to shoulder maintenance of A/C in the CUSA and the leased areas	4	4	
		Lessor to shoulder maintenance on CUSA only	0		
	b. Insurance	Lessor to shoulder insurance coverage for the CUSA	3	3	
		Lessor does not shoulder insurance coverage for the CUSA	0		
	c. Attractiveness	Modern	2	2	
		Old	0		
Subtotal III				100	
IV	Free services and facilities				
	1. Janitorial and security	Lessor shall provide	20	20	



		janitorial and security on CUSA.			
		No janitorial and security on CUSA	0		
	2. Air Conditioning	Available and sufficient A/C units at the CUSA and the leased area (at least 794.5kJ/hr/sqm. per floor)	20	20	
		No A/C units at the CUSA and the lease area	0		
	3. Electricity Power	Available billing meter	15	15	
		No Available billing meter	0		
	4. Repair and maintenance	Repair & maintenance of A/C units is for the Lessor's account	15	15	
		Repair & maintenance of A/C units at the CUSA only is for the Lessor's account	0		
		Allow the Lessee to maintain and repair the leasable spaces	5	5	
		Not allow the Lessee to maintain and repair the leasable spaces	0		
	5. Secured parking space	Available security guards and CCTV in the parking areas	25	25	
		No security guard	0		
Subtotal IV				100	
SUMMARY					
I	Location and Site Condition		0.20		
II	Neighborhood Data		0.20		
II	Real Property		0.50		
IV	Free Services & Facilities		0.10		
FACTOR VALUE					

Note: A bid is determined to be responsive if it is equal to or higher than **90%** Factor Value.



ANNEX A**PRICE QUOTATION FORM
NEGOTIATED PROCUREMENT**

To: The BAC Chairman
National Power Corporation
 Gabriel Y. Itchon Building
 Sen. Miriam P. Defensor-Santiago Blvd.
 (formerly BIR Road) corner Quezon Avenue
 Diliman, Quezon City, Philippines 1100

I have read and examined the Terms of Reference (TOR) for the Purchase Requisition (PR) No. HO-
 AFG24-004. I agree with the conditions of the TOR and offer the following with a specific description:

Lease of Building Offered/Address: _____

ITEM DESCRIPTION	NPC Minimum Requirements (A)	Supplier's Offer**	Monthly Lease Rate per sq.m. or Monthly Rate per Parking Slots (B)*		Total Bid Price per Lease Period (in PhP) (A x 12mos x B)*		Total Bid Price (in PhP) (Yr. 1 + Yr. 2)
RENTAL OF OFFICE BUILDING FOR NPC HEAD OFFICE, DILIMAN, QUEZON CITY	3,000.0 sq. m.		Yr. 1		Yr. 1		
			Yr. 2		Yr. 2		
PARKING SLOTS (for 4-wheeled vehicles)	27		Yr. 1		Yr. 1		
			Yr. 2		Yr. 2		
TOTAL							

* - inclusive of all taxes and charges

* - inclusive of all taxes and charges (CUSA, A/C & vetting fee). Any undisclosed fees, charges, and collections are deemed waived by the lessor, and the lessee shall not be liable for the same.

** - Any offer above the NPC minimum requirements shall be considered free of charge to NPC.

Price Validity: _____

Contract Duration: Two (2) years

Attachments:

- (1) Building Floor Area (for Office Area and Parking Area)
- (2) Vicinity Map
- (3) Photo of the Building (facade) offered for Lease

 Name and Signature of Authorized Representative

 Designation

 Date

 Company Name

 Contact Details

 E-mail address

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)

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 the 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 the **TWO (2) YEAR RENTAL OF OFFICE BUILDING FOR NATIONAL POWER CORPORATION HEAD OFFICE (NPC-HO) (PR NO. HO-AFG24-004)** of the National Power Corporation, 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 sign and execute the ensuing contract for the **TWO (2) YEAR RENTAL OF OFFICE BUILDING FOR NATIONAL POWER CORPORATION HEAD OFFICE (NPC-HO) (PR NO. HO-AFG24-004)** of the National Power Corporation, 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 include:
 - a. Carefully examining all of the Terms of Reference;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Estimating 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 **TWO (2) YEAR RENTAL OF OFFICE BUILDING FOR NATIONAL POWER CORPORATION HEAD OFFICE (NPC-HO) (PR NO. HO-AFG24-004)**.
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]