



**PASEGURUHAN NG MGA NAGLILINGKOD SA PAMAHALAAN  
(GOVERNMENT SERVICE INSURANCE SYSTEM)**  
Financial Center, Pasay City, Metro Manila 1308

**NOTICE OF CONDUCT OF  
NEGOTIATED PROCUREMENT**

**PROCUREMENT OF PROPERTY ADMINISTRATION SERVICES FOR  
PASIG CENTRAL BUSINESS PARK**

The Government Service Insurance System (GSIS) is conducting Negotiated Procurement, under Two Failed Biddings, for the *Procurement of Property Administration Services for Pasig Central Business Park* with an Approved Budget for the Contract (ABC) amounting to TWO MILLION PESOS (Php2,000,000.00) for a period of twelve (12) months, from 01 August 2017 to 31 July 2018.

In view of this, the GSIS now invites prospective bidders/service providers for a Negotiation to be conducted on **10 July 2017, 2:30PM** at the GBAC Conference Room, Level 2 Core G, GSIS Central Office, Financial Center, Pasay City. Attached is the Terms of Reference (**Annex A**) which will be discussed in the said Negotiation.

Thereafter, the GSIS will invite interested bidders to submit their Best Offers.

Best Offers must be submitted to the GBAC Secretariat, GSIS Bids and Awards Committee, Level 2 Core G, GSIS Central Office, Financial Center, Pasay City on or before **12 July 2017, 10:30AM**. Bidders/service providers must submit the following documents enclosed in a **SEALED** envelope:

- a) Letter of Conformity to be printed in the bidder's letterhead (**Annex B**)
- b) Itemized Bid Form (**Annex C**)
- c) Bid Security (**Annex D**)

The Opening of Best Offers will be held on **12 July 2017, 11:00AM**, at the GBAC Secretariat, Level 2 Core G, GSIS Building, Financial Center, Pasay City.

The bidder/service provider with the Single or Lowest Calculated Quotation shall be required to submit the additional documents stated in the Checklist of Additional Requirements (**Annex E**).

Thank you.

(Original Signed)  
**JASON C. TENG**  
*Chairperson*  
GSIS Bids and Awards Committee for Goods,  
Services, and Consultancy - Cluster I

# Annex A

## **PROPERTY ADMINISTRATION SERVICES TERMS OF REFERENCE (TOR)** (Negotiated Procurement under Two (2) Failed Biddings)

### **1. COVERAGE**

Procurement of a Property Administrator services covers the management of the GSIS acquired property with an area of 45,467 sq.m.(warehouse units) specifically located at No.461 Amang Rodriguez Ave. Manggahan, Pasig City and involves the manpower and system required to manage the day-to-day operations, safeguard and provide duty of care through proper maintenance to preserve the good working condition of the Central Business Park (CBP), including its facilities and common areas, in accordance with the requirements and standards set by the GSIS.

### **2. PROPERTY ADMINISTRATOR QUALIFICATIONS**

- 2.1 The company's Head Office shall be located in Metro Manila for easy access and communication.
- 2.2 Must be knowledgeable with applicable laws, regulations and practices concerning property management.
- 2.3 Must be a member of good standing for at least three (3) years with any of the following property management association:
  - 2.3.1 Building Owners and Management Association
  - 2.3.2 Institute of Real Estate Management
  - 2.3.3 Philippine Association of Building Administrators
  - 2.3.4 Condominium Management Association of the Philippines
  - 2.3.5 Property Maintenance Association of the Philippines

### **3. SCOPE OF WORK**

#### **A. Building Maintenance and Administration**

The general scope of the duties of the Property Administrator in relation to the property shall be to administer the warehouses and its facilities in accordance with the requirements and standards set by the GSIS.

- 3.1 The duties of the Property Administrator by way of property administration shall include:
  - 3.1.1 The administration and supervision of all persons, staff and workers assigned or detailed by the Property Administrator to the Property or in connection with its administration, or in connection with the performance of the Property Administrator of any of its duties under the Agreement;
  - 3.1.2 Attending to and supervision of general maintenance requirements and security control;

- 3.1.3 Responding to all management complaints and items of maintenance, security, safety and all other related issues;
- 3.1.4 Submission of reports, with recommendations, on any exceptional matters not covered by normal management functions or exceptional expenditure not accounted for in the approved budget.
- 3.1.5 Preparation of a comprehensive routine and preventive maintenance program for all Warehouses and Property equipment.
- 3.1.6 Preparation of Monthly/Annual Budget for the Operational Requirements as Property Administrator to ensure expenses are covered by the CUSA collection for the ensuing year to obviate deficit.

Subject to such orders and directions as may arise from time to time be given in writing or verbally by the GSIS to the Property Administrator, the Property Administrator shall control and manage the Property and, in particular, but without in anyway limiting the generality of the foregoing and within the constraints of the approved budget (CUSA collection), the Property Administrator shall:

- 3.1.7 Implement and ensure the satisfactory execution and completion of all works necessary to maintain in good, clean and safe condition the Property.
- 3.1.8 Ensure that all lessees/tenants of the Property comply with the pertinent provisions of the Lease Agreement / Warehouse Rules and Regulations.
- 3.1.9 Ensure that all lessees/tenants do not incur arrearages of more than two (2) months after which the Property Administrator is expected to take the necessary steps to eject them from further stay in the subject ware house.
- 3.1.10 Paint, clean, or otherwise maintain the exterior and common areas of the Property at such reasonable intervals to enhance marketability of the leased warehouses.
- 3.1.11 Replace or repair any part in the common areas of the building that may be broken, if any which is covered by CUSA collections;
- 3.1.12 Keep all common areas of the property well lighted;
- 3.1.13 Keep in good order and repair the ventilation of the enclosed common areas;
- 3.1.14 Keep the property and all parts thereof in a clean and orderly condition at all times;
- 3.1.15 Schedule the disposal of waste items/materials deposited in the common areas to ensure the cleanliness of the Property. Further, it is presumed that the Property Administrator strictly obligate the tenants to practice proper disposal method in bringing out its waste/garbage from the warehouses.

- 3.1.16 Prevent the obstruction from all common areas of the building and remove any article or thing causing such obstruction.
  - 3.1.17 Keep all the common sewers, drains, watercourses and pipes free and clear from obstructions;
  - 3.1.18 Keep all fixtures, machinery and equipment including, but without limiting the generality of the foregoing, all lighting equipment, cooling system, water system, lifts and lift shafts, if any, in good condition and working order;
  - 3.1.19 Prevent, so far as possible, any waste or other matter being deposited, washed, eroded, or thrown from the building onto any part of any public roads or any road-culvert, sewers, drain, or other property and remove any such matter there from and ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, pipes, cables, wires, utility services or other works adjacent to the buildings or any part thereto by reason of any maintenance or other works carried out by the Property Administrator or otherwise and make good any such damage to the satisfaction of the Department of Public Works and Highways, as may be necessary;
  - 3.1.20 Keep all fixtures, machinery and equipment forming part of the property in good condition and working order;
  - 3.1.21 Remove any structure, installation, signboards, sunshade, bracket, fitting or other parts thereof which have been installed/erected in contravention of the provisions of the Warehouse Rules and Regulations, and other relevant contracts and instrument in respect of such Property without the written permission of the Property Administrator / GSIS (or if such permission has been given upon the expiration or withdrawal of the same) and demand and recover from the person, by whom such structure or other things as aforesaid was erected or installed, the cost of such removal and any damages thereby caused;
  - 3.1.22 Control the movement of vehicles, the loading and unloading of goods, the flow of vehicular traffic and ensure that the vehicles are parked in the respective designated parking spaces within PCPB;
  - 3.1.23 Maintain, keep in good condition and supervise the use of all amenities of the property in accordance with the terms of the Warehouse Rules and Regulations;
- 3.2 In cases of emergency, The Property Administrator shall immediately investigate and verbally communicate to GSIS the extent of damage brought about by the fortuitous incident. In addition, the Property Administrator is expected to make a written report of the occurrence and recommend the appropriate action the soonest to lessen the impact of the same to the day to day business operation of the lessee.

## **B. Lease Administration**

- 3.3 The duties of the Property Administrator by way of lease administration shall include among others:
- 3.3.1 Collection and management of all rentals, Common Use Service Area (CUSA) charges, electricity, utilities and other charges deemed necessary by the GSIS.
  - 3.3.2 Attending to the needs and complaints of tenants regarding daily operations within PCBP and entertaining of prospective lessees of the warehouses at PCBP compound;
  - 3.3.3 Recovery of any costs for which tenants are liable under the lease agreement.
  - 3.3.4 Coordination with tenants regarding move in and move out order.
  - 3.3.5 Inspection of warehouse unit of its condition prior move out and necessary recommendation for its restoration, if warranted.
  - 3.3.6 Use of all reasonable efforts to ensure compliance by all tenants with their various lease covenants, provided that the Property Administrator shall not enter into any legal action without the GSIS's prior authority.
  - 3.3.7 Reviewing existing administrative processes to identify potential improvements and making appropriate suggestions to GSIS.
  - 3.3.8 The Property Administrator will refer to GSIS all inquiries pertaining to the lease rate of vacant units in the Business Park. In addition, the Property Administrator is expected to exert extra effort in attaining 100% occupancy of the leased area.

## **C. Collection Administration**

- 3.4 Collection Administration includes:
- 3.4.1 Maintain financial records from property operations.
    - (a) Rental Fee
    - (b) CUSA Charges
  - 3.4.2 Remit to Real Property Accounts Management Department (RPAMD) all monthly collection on Rental Fee and the amount of Management Fee charged against CUSA monthly collection.
  - 3.4.3 Submit to the Property Administration Department (PAD) a report on all expenses charged against CUSA collection including taxes imposed by BIR on or before the 10<sup>th</sup> day of the following month, a copy of the monthly collection report on rental fee and duplicate copy of the Official Receipt (OR) showing the remittance of the amount of Management Fee charged against CUSA monthly collection.

- 3.4.4 Regular review of collections to ensure that all tenants and/or occupants meet their financial obligations on time. Enforce necessary actions to tenants and other parties dealt with regarding the administration of property.
- 3.4.5 Manage and control the CUSA Revolving Fund.
- 3.4.6 Maintain a stabilized cash flow for its operating expenses.
- 3.4.7 Any CUSA variance (actual itemized expenses exceeds approved budget) reflecting deficit on its monthly operation should immediately explained in writing not exceeding five (5) working days of the following month.
- 3.4.8 The Property Administrator will directly remit to BIR the corresponding Net Vat payable withheld from the CUSA collection.

**D. Periodic Reports to the GSIS**

The Property Administrator will provide monthly and annual reports to the GSIS with respect to the Property, or as may be reasonably requested by the GSIS. The monthly reports is to be submitted on or before the 10<sup>th</sup> day of the following month whereas annual reports is due no later than 30 days after the close of the year.

The Property Administrator should also regularly maintain, update and ensure completeness and validity of all records, reports and other documents concerning the property.

The GSIS shall have access to all pertinent documents pertaining to operation of the Pasig Central Business Park. GSIS, at anytime, can request any and/or all documents it needs to satisfy evaluation of performance of the Property Administrator.

**E. Other Requirements**

- (a) The Property Administrator must:
  - (i) Have good communication skills
  - (ii) Be familiar with all of the following fields:
    - Engineering
    - Collection Administration
    - Security and safety pertinent laws
    - Lease Administration
    - General management and administration
  - (iii) Presentable and good interpersonal skills.
  - (iv) Familiar and trained with the fundamentals of Property Administration.
  - (v) A firm knowledge of the area and competitive properties is required.

**4. PAYMENTS**

- (a) The Property Administrator shall ensure that all monthly rental collections from the tenants shall be remitted to the GSIS on or before the 5<sup>th</sup> day of the following

month. Further, the Property Administrator shall remit to the GSIS amount of Management Fee charged against CUSA monthly collection on or before the 5<sup>th</sup> day of the following month.

(b) Chargeable to Property Administrator Fee:

- Property Administrator
- Administrative Assistant

## 5. STAFF

- (a) The Property Administrator, as employer of all persons, staff and workers rendering service at the Property or in connection with the management or administration of the Property (except those rendering services pursuant to third party contracts with service Property Administrator) will carry out the administration for, and supervision of, the necessary staff for property supervision and caretaking, security, gardening, day cleaning and car park operations. Moreover, the Property Administrator has the exclusive right to hire and terminate staff to be assigned or detailed by the Property Administrator to the Property or in connection with its management and administration, other than those employed under third party contracts provided such hiring shall be within the manpower plantilla.
- (b) It is understood that the Property Administrator is not an employee of the GSIS but is an independent Property Administrator within the meaning of labor and welfare legislations of the Philippines. Neither shall the employees, personnel, laborers, workers or staff, regular or casual or contractual, employed by the Property Administrator in connection with the rendition by the Property Administrator of its services pursuant to this Agreement shall be considered as employees of the GSIS. As an independent Property Administrator, the Property Administrator shall at all times, be directly responsible and liable for the enforcement of and compliance with existing laws, rules and regulations, and hereby absolutely holds and shall keep the GSIS free and harmless in case of any and all claims of its employees rendering services at the Property or in connection with the management or administration of the Property, for damages and liabilities arising from non-compliance of applicable laws and regulations, or breach of contractual relations between the Property Administrator and such persons, employees and staff;
- (c) The GSIS shall recognize and respect the Rules and Regulations governing the employment of all employed by the Property Administrator.

## 6. EFFECTIVITY AND TERMS OF SERVICE

- 6.1 **Effectivity Date.** The **Property Administrator** shall commence to perform its obligations and undertakings under this Contract and the Terms of Reference (TOR) upon receipt of the Notice to Proceed or the effectivity date stated therein whichever comes later.
- 6.2 **Term of the Contract.** The Contract shall be for a term of twelve (12) months from August 1, 2017 to July 31, 2018. The **GSIS** shall have the right, power and privilege to extend or terminate the Services of the **Property Administrator** for valid cause whatsoever without need of judicial action by giving thirty (30) calendar days prior "written notice" to the **Property Administrator**, which

hereby agrees by the decision of the **GSIS**. If during the term of the Contract the **GSIS** sees the need for an increase in the number of personnel, the Property Administrator agrees and unconditionally abides by the GSIS requirement, provided that the Approved Budget of the Contract is not exceeded.

6.3 **Contract Price.** The **Property Administrator** acknowledges that the **GSIS** is not a withholding agent for Documentary Stamp Tax (DST) and hereby undertakes and commits itself to make direct payments to the BIR of any DST that may be imposed in the execution and/or performance of this Contract.

6.3.1 The Contract Price shall be subject to the following conditions:

- i. The **GSIS** shall pay the Property Administrator the amount described in the Notice of Award.
- ii. The Contract Price shall not be increased during the term of the Contract except for increase in the minimum daily wage pursuant to law or new wage order issued after the date of bidding.
- iii. The stipulated Contract Price shall be proportionately reduced in the event that the **Property Administrator** fails to provide adequate number of personnel to provide and efficient management of the entire property.

## 7. TERMS OF PAYMENT

Payment for the Services shall be made as follows:

- 7.1 Monthly payment shall be made not later than thirty days (30) calendar days upon submission of the following:
- a. Original and two (2) copies of the Billing Statement
  - b. Reports which includes matters on Building maintenance and administration.

Payment shall be subject to applicable taxes considering that GSIS is a designated withholding agent of the BIR.

## 8. AUDITING RULES

All payments made to the **Property Administrator** shall be subject to existing accounting and auditing rules and regulations applicable to the **GSIS**.

## 9. POWER AND AUTHORITY

The Property Administrator shall have all usual powers relevant to an administrator of properties regardless of the nature of the Property but shall have no authority to enter into lease contracts on behalf of the GSIS without the expressed prior written authority of the GSIS.

## 10. PROJECT MANAGEMENT AND OUTSIDE SERVICES

- 10.1 For repairs or alterations required to be done for the Property, the first One Hundred Thousand Pesos (Php100,000.00) cost of which shall be charged to the CUSA. For repairs exceeding Php100,000.00, the Property Administrator may propose to engage the services of a qualified and competent crew or consultant



to supervise the work. The GSIS shall evaluate the recommendation of the Property Administrator in this respect, or at its discretion, select or appoint a person or entity for the purpose.

10.2 The Property Administrator shall submit progress reports to the GSIS with regard to the repair or alteration done in the Property.

## **11. IDENTITY**

The Property Administrator shall, to the best of its ability, carry out its duties and obligations as defined under this Agreement. In its endeavor to carry out its functions during its incumbency, the Property Administrator, or any of its authorized employees or agents shall be held free and harmless from any and all claims, demands, actions, suits, proceedings, losses and damages. Provided, however, that this protection clause shall not apply when there is any criminal act, willful neglect, negligence or other breach of duty or other default or omission on the part of the Property Administrator or its employees or agents in the performance of their functions.

## Annex B

*[Insert Letterhead of the Prospective Bidder here]*

### LETTER OF CONFORMITY

**Title of the Project:** *[Title]*

**To:** *GSIS Bids and Awards Committee  
Government Service Insurance System  
GSIS Central Office, Financial Center, Pasay City*

This is to inform the *GSIS Bids and Awards Committee* that our company, \_\_\_\_\_, located at \_\_\_\_\_ conforms to the Terms of Reference as enumerated and specified in the Notice of Conduct of Negotiated Procurement/Request for Submission of Best Offers and in Bid Bulletin(s)/Supplemental Notice issued (if applicable).

(Signature Over Printed Name)

\_\_\_\_\_  
Authorized Representative

## Annex C

### For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>1</sup> Number \_ . Page \_\_\_\_\_ of \_\_\_\_\_ .

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination
1	Property Administration Services for a period of twelve (12) months	NA	1 lot	NA	NA	NA	NA	NA	
TOTAL									

(Signature Over Printed Name)

\_\_\_\_\_  
Authorized Representative

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

**BID SECURITY**

The bidder shall submit a **Bid Securing Declaration** using the form prescribed in the Notice of Conduct of Negotiated Procurement/Request for Submission of Best and Final Offers or any of the following form of Bid Security:

- a. **Php40,000.00**, equivalent to 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;

*Bidders who opt to submit a bid security in the form of cash and/or cashier's/manager's check shall deposit the said bid security to the GSIS Cashier, in coordination with the GBAC Secretariat, prior to the submission of bids. The Official Receipt issued by the GSIS Cashier shall be submitted as part of their Sealed Envelopes containing their Best Offers.*

- b. **Php100,000.00**, equivalent to 5% of the ABC, if bid security is in Surety Bond. A valid certification from the Insurance Commission must attached/submitted.

## Bid Securing Declaration Form

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

X-----X

### BID-SECURING DECLARATION

Title of the Project: \_\_\_\_\_

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 accept that: (a) I/we will be automatically disqualified from bidding for any 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 9184; without prejudice to other legal action the government may undertake.

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

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

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

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and 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'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant***

**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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.  
Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued],[place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_

## CHECKLIST OF ADDITIONAL REQUIREMENTS

### ***CLASS “A” DOCUMENTS***

#### ***Legal Documents***

1. Appropriate Registration Certificate from the:
  - Securities and Exchange Commission  
For Corporation  
  
Certificate of Registration; or Certificate of Incorporation; or Certificate of Filing of Amended Articles of Incorporation.  
  
For Partnership:  
  
Certificate of Registration; or Certificate of Partnership; or Certificate of Filing of Amended Articles of Partnership.
  - Department of Trade and Industry (DTI), for sole proprietorship
  - Cooperative Development Authority (CDA), for cooperatives
2. Business Permit/Mayor’s Permit for CY 2017 issued by the city or municipality where the principal place of business of the prospective bidder is located
3. Valid Tax Clearance per Executive Order 398 (s. 2005), as finally reviewed and approved by the BIR

In case of Joint Venture, all parties to the Joint Venture shall submit the above-cited documents.

#### ***Technical Documents***

4. Valid PhilGEPS Registration Certificate. In case of Joint Venture, all parties to the Joint Venture shall submit the said document.
5. Statement of **Completed** Government and/or Private Contract or Contracts similar to the contract to be bid, within the past three (3) years prior to the deadline for the submission and receipt of bids.

#### ***Financial Documents***

6. Audited financial statements for CY 2016, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

### ***CLASS “B” DOCUMENT***

7. Valid joint venture agreement, if there’s any, or notarized statements from all the potential joint venture partners that they will enter into and abide by the provisions of the JVA.

#### ***OTHER TECHNICAL DOCUMENTS***

8. Omnibus Sworn Statement in accordance with Section 25.2 of the RIRR of RA 9184 and using the form prescribed in the Bidding Documents. Submit a Notarized

Secretary's Certificate, *if required/applicable*. In case of sole proprietorship, submit a special power of attorney if the proprietor/owner has assigned/appointed a person to, on his/her behalf, represent the company in the bidding of GSIS and sign all documents pertaining to the project to be bid.

- 9.** If the bidder is a foreign entity, Certification from the relevant office from the bidder's country of origin stating that laws or regulations of said country grant reciprocal rights or privileges to citizens, corporations or associations of the Philippines.



## Omnibus Sworn Statement

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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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding/Negotiated Procurement for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]* in the bidding/Negotiated Procurement as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;
4. Each of the documents submitted in satisfaction of the bidding/Negotiated Procurement 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:* I am 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;

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents/documents for Negotiated Procurement;
- 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 [Name of the Project]; and

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.

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

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[Bidder's Representative/Authorized Signatory]

[JURAT / To be Notarized]

**SAMPLE FORM**

**STATEMENT OF COMPLETED GOVERNMENT AND/OR PRIVATE CONTRACT  
OR CONTRACTS SIMILAR TO THE CONTRACT TO BE BID, WITHIN THE  
PAST THREE (3) YEARS PRIOR TO THE DEADLINE FOR THE SUBMISSION  
AND RECEIPT OF BIDS.**

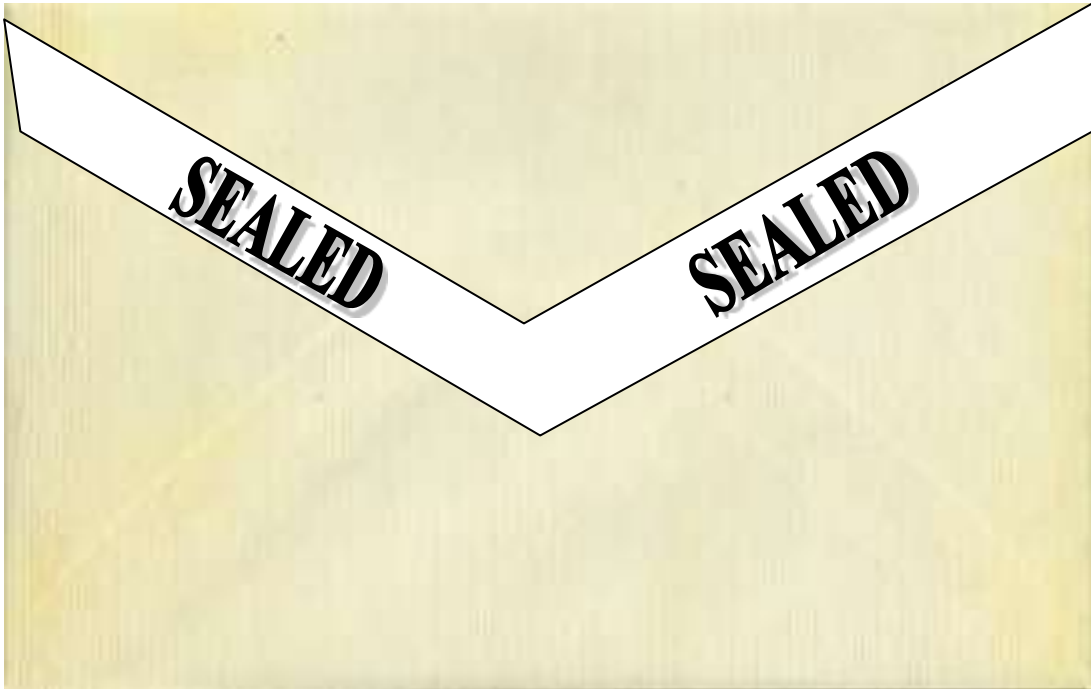
Name of the contract  (including the name/s and contact number of the customer's authorized representative/s)	Date of the contract	Nature of Work / Kinds of Goods	Amount of contract and value of outstanding contracts	Date of Completion	Copy of end user's acceptance or official receipt(s) issued for the contract, if completed
<b>SINGLE LARGEST COMPLETED SIMILAR CONTRACT</b> <i>(Cite the largest among the contracts to be listed in this Statement)</i>					
<b>OTHER COMPLETED SIMILAR CONTRACTS</b>					

(Signature over Printed Name)

\_\_\_\_\_

Authorized Representative

**SEALING AND MARKING**



**Name of the Project: PROCUREMENT OF PROPERTY ADMINISTRATION SERVICES FOR PASIG CENTRAL BUSINESS PARK**

**Name, Address & Contact Details of the Bidder:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Place of Submission:** GBAC Secretariat, GSIS Bids and Awards Committee  
Level 2 Core G, GSIS Central Office, Financial Center  
Pasay City

**Date of Submission:** \_\_\_\_\_

*Note: The bidder's envelope containing the required documents must be properly SEALED.*

*The bidder is also requested to submit another sealed envelope containing the required documents.*