

# **NATIONAL HOME MORTGAGE FINANCE CORPORATION**

## **TERMS OF REFERENCE**

### **LEASE OF OFFICE SPACE FOR NHMFC DAVAO CITY**

The National Home Mortgage Finance Corporation (NHMFC) was created in December 1977 by Presidential Decree No. 1267. It was mandated to increase the availability of affordable housing loans to finance the Filipino homebuyer's acquisition of housing units through the development and operation of a secondary market for home mortgages. As the major government home mortgage institution, the NHMFC was mandated to operate a viable home mortgage market by purchasing mortgages originated by both private and public institutions that are within government-approved guidelines.

In the performance of its mandate, NHMFC has been implementing various corporate programs to enhance the delivery of services and provide more avenues for client-borrowers/prospective buyers to avail of NHMFC services.

To continue the implementation of its mandate and effectively serve its clientele, particularly in the Davao Area and its neighboring cities and municipalities, NHMFC needs to lease office space within the City of Davao.

#### **OBJECTIVE**

To select an office space offered by interested bidder with the lowest responsive calculated bid beneficial to the corporation.

#### **APPROVED BUDGET**

The funding source is from the approved Corporate Operating Budget (COB) for CY 2021 in the amount of One Million Four Hundred Eighty-Four Thousand Seven Hundred Pesos (P1,484,700.00) for one year, inclusive of all applicable taxes and fees.

NHMFC is requiring the submission of proposals from prospective office space owners for a one-year lease contract.

#### **A. LOCATION**

The location of the office space to be leased must be strategically located within the city proper of Davao. The proposed office space should be accessible to the commuting public and other stakeholders.

#### **B. SPACE REQUIREMENT**

The office space requirement for NHMFC Davao is at least Two Hundred Forty-Five (245) square meters ready for occupancy anytime.

#### **C. PARKING REQUIREMENT**

The area for lease must have at least three (3) parking slots exclusively for NHMFC employees, guests, and clients/borrowers use free of charge. The allotted parking space must not be obstructed anytime during working days.

#### **D. PHYSICAL CONDITIONS OF THE BUILDING WITH FACILITIES/AMENITIES**

The office building shall be made of reinforced concrete, structural steel, or a combination of both. There must be sub-meter for electric and water supply exclusively for the use of NHMFC. Electrical tapping points are available for equipment and other utilities to be installed and a back-up power. The building must have fire protection such as smoke detectors, fire sprinkler heads, alarms and fire exits free from obstruction.

#### **E. TERM OF LEASE**

The term of lease shall be for a period of one (1) year only subject to renewal upon mutual agreement of both parties. If the lease contract is not renewed upon the expiration of the lease period and the Lessee continues to occupy the Lease Premises at the mere tolerance of the LESSOR, the lease shall be understood as to run from month to month only under the same terms, conditions, and covenants herein stipulated.

#### **F. LEASEHOLD IMPROVEMENTS**

The LESSEE, if any, upon lease contract execution, shall submit architectural, electrical and other proposed improvements within the premises, in such form and detail as may be acceptable to the LESSOR. After receiving the LESSOR'S written approval of such plans, LESSEE may introduce such improvements on the premises at its own expense, provided that the strength and structure of the premises or the building are not thereby impaired and that other terms and conditions of the Lease Contract are not violated. The LESSEE shall be given a maximum rent-free period of sixty (60) days for the purpose of construction/renovation of the leased premises.

#### **G. INSTALLATION OF SIGNAGE**

The LESSEE shall be allowed by the LESSOR to place a signage or other advertising medium within office premises upon mutual agreement by both parties.

#### **H. COMPLIANCE WITH LAWS, RULES AND REGULATIONS GOVERNING PROCUREMENT**

By submitting its bid, interested parties expressly signify acquiescence to compliance with the provisions of Republic Act 9184, its Implementing Rules and Regulations (IRR) and all the issuance from the Government Procurement Policy Board, and all other agencies exercising regulatory authority over this transaction. Specific restrictions and/or guidelines as may be provided by the GPPB, or other government agencies and entities exercising supervisory or regulatory functions over NHMFC and/or the subject matter of this procurement shall be included and made an integral part of the contract. Contract provisions, especially, although not limited to those involving contract implementation and termination, running contrary to any restriction or issuance by GPPB, and/or other government agencies and entities exercising supervisory or regulatory functions of NHMFC and/or the subject matter of this procurement, as well as any established process/procedure of NHMFC, shall be removed or modified accordingly. Submission of bid, thus serves as agreement and consent of interested bidders to see to it that any and all additional requirements apart from what is stated in the relevant laws, rules and regulations governing this procurement, which other government agencies or entities may require, shall be complied with.

Any information which bidders may acquire from NHMFC through this procurement shall be, as far as applicable and practicable, governed by the provisions of the Data Privacy Act.

Any and all additional expenses which may be deemed necessary for NHMFC to effectively and efficiency execute the contract of lease for this procurement shall be included in the determination of the lowest calculated bid.

The Offer sheet must contain any and all additional charges, apart from rent, which shall be imposed by the interested bidder as prospective lessor. Any charge not included in the offer sheet may not be imposed by the interested bidder during contract drafting and execution.

Any provision which may hinder, or create a more onerous requirement detrimental to the performance of functions of NHMFC in the ordinary course of business, may not be included in the contract proper. The form of contract, as well as special conditions or provisions which the interested bidder imposes in their standard lease agreements must be included in the submission of bids and shall be made part of the evaluation.

Any renewal of the contract subject of this procurement must likewise be pertinent rules, regulations and issuances of the GPPB and all other government agencies and entities exercising supervisory or regulatory functions over NHMFC and/or the subject matter of this procurement.

The Lease Contract shall be compliant with the form/template as provided by GPPB (Contract Agreement Form for the Procurement of Goods as found in <https://www.gppb.gov.ph/downloadables.php>)

## **I. DOCUMENTARY REQUIREMENTS**

Interested bidders must submit photocopy of the following documents:

1. PhilGEPS Registration Number;
2. Mayor's/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located; and
3. Income/Business Tax Return; and
4. Tax Clearance per E.O. 398 s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

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