

TERMS OF REFERENCE

SALE THROUGH PUBLIC BIDDING OF VARIOUS SSS-OWNED CONDOMINIUM UNITS AND PARKING SLOTS

This Terms of Reference (TOR) describes the procedures that shall be followed in connection with the proposed sale of the various SSS-Owned Condominium Units and Parking Slots.

This TOR details the requirements for eligibility to qualify a Bidder who may submit Bid Proposals for the sealed Public Bidding of subject Property, and the procedures involved in the entire Public Bidding process and the requirements and procedures for the submission of Bid Proposals, with the end-view of determining a Winning Bidder for the sale of the subject Property.

SSS reserves the right to amend or supplement this TOR at any time prior to the submission of the Eligibility Documents.

The Public Bidding shall be administered by the SSS-Acquired Assets Disposal Committee (SSS-AADC) which has been duly reconstituted for the purpose pursuant to Administrative Order No. 2021-079 dated 07 September 2021. Any decision of and/or action taken by the SSS-AADC is recommendatory and is subject to the approval/ratification/confirmation of the Social Security Commission (SSC).

I. RATIONALE FOR THE SALE

The Social Security Commission (SSC), under Res. No. 604-s.2021 dated 24 November 2021, approved the proposed sale through public bidding of various SSS-owned condominium units and parking slots technically described hereunder:

MINIMUM BID PRICE:

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
<i>I. CATTLEYA CONDOMINIUM</i>				
1	130	PT-34546	44.820	1,250,000
<i>II. A. PIONEER MADISON SUITES – Residential</i>				
1	2508	13819	117.530	7,950,000
2	207/B3	13863	12.500	900,000
			130.030	8,850,000
3	3207	13820	133.450	9,000,000
4	208/B3	13864	12.500	900,000
			145.950	9,900,000
5	3307	13821	133.450	9,000,000
6	209/B3	13865	12.500	900,000
			145.950	9,900,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
7	3407	13823	133.450	9,000,000
8	211/B3	13867	12.500	900,000
			145.950	9,900,000
9	3504	13824	94.840	6,400,000
10	209/B4	13838	12.500	900,000
			107.340	7,300,000
11	3506	13825	103.340	7,000,000
12	210/B4	13839	12.500	900,000
			115.840	7,900,000
13	3507	13826	133.450	9,000,000
14	212/B3	13868	12.500	900,000
			145.950	9,900,000
15	3604	13828	94.840	6,400,000
16	211/B4	13840	12.500	900,000
			107.340	7,300,000
17	3704	13831	94.840	6,400,000
18	212/B4	13841	12.500	900,000
			107.340	7,300,000
19	3706	13832	103.340	7,000,000
20	213/B4	13842	12.500	900,000
			115.840	7,900,000
21	3904	13834	94.840	6,400,000
22	214/B4	13843	12.500	900,000
			107.340	7,300,000
	Sub-total		1,374.870	93,450,000
II.B. PIONEER WEST HIGHLANDS –Residential				
23	906	13797	122.900	7,800,000
24	155/B3	13845	12.500	900,000
			135.400	8,700,000
25	2011	13798	134.830	9,100,000
26	156/B3	13846	12.500	900,000
			147.330	10,000,000
27	2211	13799	134.830	9,100,000
28	157/B3	13847	12.500	900,000
			147.330	10,000,000
29	2306	13800	122.900	8,300,000
30	158/B3	13848	12.500	900,000
			135.400	9,200,000
31	2311	13801	134.830	9,100,000
32	159/B3	13849	12.500	900,000
			147.330	10,000,000
33	2411	13802	134.830	9,100,000
34	160/B3	13850	12.500	900,000
			147.330	10,000,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
35	2506	13803	122.900	8,300,000
36	161/B3	13851	12.500	900,000
			135.400	9,200,000
37	2706	13806	122.900	8,300,000
38	164/B3	13854	12.500	900,000
			135.400	9,200,000
39	2811	13807	134.830	9,100,000
40	165/B3	13855	12.500	900,000
			147.330	10,000,000
41	2911	13808	134.830	9,100,000
42	166/B3	13856	12.500	900,000
			147.330	10,000,000
43	3009	13809	134.830	9,100,000
44	167/B3	13857	12.500	900,000
			147.330	10,000,000
45	3109	13810	134.830	9,100,000
46	168/B3	13858	12.500	900,000
			147.330	10,000,000
47	3601	13812	226.850	15,300,000
48	170/B3	13860	12.500	900,000
			239.350	16,200,000
49	3704	13814	200.270	13,500,000
50	172/B3	13862	12.500	900,000
			212.770	14,400,000
51	3801	13815	384.180	25,900,000
52	256/B3	13874	12.500	900,000
			396.680	26,800,000
53	3803	13817	340.160	22,900,000
54	258/B3	13876	12.500	900,000
			352.660	23,800,000
55	3804	13818	436.560	29,400,000
56	B3/178-A	18845	12.500	900,000
			449.060	30,300,000
	Sub-total		3,370.760	227,800,000
II. C. PIONEER CORPORATE CENTER –Office				
57	605	14285	90.200	7,100,000
58	114/B1	14299	12.500	900,000
			102.700	8,000,000
59	606	14286	102.460	8,050,000
60	152/B1	14306	12.500	900,000
			114.960	8,950,000
61	607	14287	133.110	10,450,000
62	127/B1	14302	12.500	900,000
			145.610	11,350,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
63	609	14289	147.540	11,600,000
64	120/B1	14308	12.500	900,000
			160.040	12,500,000
65	610	14290	102.940	8,100,000
66	151/B1	14305	12.500	900,000
			115.440	9,000,000
67	617	14293	71.660	5,450,000
68	167/B1	14298	12.500	900,000
			84.160	6,350,000
	Sub-total		722.910	56,150,000
II. D. GLOBE TELECOM PLAZA – Office				
69	614	13791	119.750	9,400,000
70	021/B1	13880	12.500	900,000
			132.250	10,300,000
71	619	13793	108.950	8,550,000
72	014/B2	13878	12.500	900,000
			121.450	9,450,000
73	814	14280	119.750	9,400,000
74	136/B2	14296	12.500	900,000
			132.250	10,300,000
75	815	13792	123.160	9,650,000
76	113/B2	13879	12.500	900,000
			135.660	10,550,000
77	819	14281	108.950	8,550,000
78	037/B2	14294	12.500	900,000
			121.450	9,450,000
			643.060	50,050,000
	Sub-total		6,111.600	427,450,000
	Total		2,439.790	182,350,000
III. PRYCE CENTER MAKATI – Residential				
1	503	69326	107.940	7,750,000
	2		12.500	
			120.440	
2	901	69327	110.095	7,850,000
	13		12.500	
			120.595	
3	902	69328	73.310	5,550,000
	14		12.500	
			85.810	
4	903	69329	107.940	7,750,000
	6		12.500	
			120.440	
5	1002	69335	73.310	5,550,000
	10		12.500	

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
			85.810	
6	1003	69336	107.940	7,750,000
	11		12.500	
			120.440	
7	1004	69337	123.860	8,750,000
	12		12.50	
			136.360	
8	1005	69338	89.260	6,550,000
	3		12.500	
			101.760	
	Total		893.655	57,500,000
IV. RENAISSANCE TOWER – Residential				
1	PH04	PT - 30683	384.660	31,950,000
	PS G 6 & 7		25.000	1,600,000
	Total		409.660	33,550,000
	Grand-Total		9,899.525	519,750,000

Bids received below minimum bid price shall be automatically rejected at the opening of the Bid Proposal. The SSS is selling the property on an "AS IS WHERE IS" basis.

II. DEFINITION OF TERMS

In this TOR, the following terms shall have the meanings ascribed to below:

Public Bidding	refers to a method of disposal which is open to participation by any interested party; public bidding ensures that the SSS would get the highest selling price for the Property offered for sale.
Purchase Price	refers to the amount a Bidder is willing to pay to purchase the Property.
Eligible Bidder	refers to a Bidder who, in response to the Invitation to Bid, has submitted Eligibility Documents and was declared "eligible" based on the provisions set in this TOR.
Minimum Bid	refers to the minimum bid amount which the SSS shall accept from the Bidder as purchase price for the Property.
Bid Deposit	refers to an amount which serves as an expression of intent to participate in the public bidding of the Property, which shall be a

minimum of ten percent (10%) or thirty percent (30%) of the purchase price for Cash and Installment Sale, respectively, in the form of bank manager's check or cashier's check issued by any savings/commercial or universal bank doing business in the Philippines.

Bid Price	refers to the amount that the Bidder is willing to pay to purchase the Property.
SSS-AADC	refers to the SSS Acquired Assets Disposal Committee authorized by the SSS to undertake the public bidding of SSS Investment Properties (IPs) and Real and Other Properties Acquired (ROPA).
Property	refers to the property for sale through public bidding, specifically the lots listed in Annex "B" .
Winning Bidder	refers to the Eligible Bidder whose Bid Price has been evaluated by the SSS-AADC as the highest bid, compliant with SSS requirements of this TOR, and approved by the SSC.
Working Days	means days of the week excluding Saturdays, Sundays and non-working holidays as declared by the Philippine government.

III. GENERAL INFORMATION

1. **Publication of Invitation to Bid.** SSS-AADC shall publish the Invitation to Bid in three (3) newspapers of general nationwide circulation, once a week for three (3) consecutive weeks and in the SSS website (www.sss.gov.ph) at least twenty calendar days before the scheduled public bidding. This shall serve to inform and invite prospective Bidders to the Public Bidding procedure at hand. Attached herewith as **Annex "A"** is a copy of the Invitation to Bid.
2. **Amendment of this TOR.** The information and/or procedures contained in this TOR may be amended or replaced at any time prior to the submission of the Eligibility Documents, at the discretion of the SSS-AADC, subject to the approval/confirmation of the SSC without giving prior notice or providing any reason. Should any of the information and/or procedures contained in this TOR be amended or replaced, the SSS-AADC shall inform and send bid bulletins to all bidders. To ensure that all bidders are informed of the amendments, all bidders are requested to inform the SSS-AADC of their contact persons as well as contact telephone numbers and e-mail addresses. In addition, receipt of all bid bulletins shall be duly acknowledged by each bidder prior to submission of

eligibility documents and/or lease proposals and shall be so indicated therein.

The TOR and all its Annexes have been crafted with a view toward fair, transparent and competitive bidding for the sale of the subject Property. Any ambiguities in, or conflicts between, the TOR and its Annexes shall be resolved toward fulfilling the intent of this bidding, as determined by the SSS.

3. **Pre-Bid Conference.** Interested parties are invited to attend a Pre-Bid Conference for prospective Bidders set on January 10, 2022, 10:00 A.M. The objective of the conference is to discuss the Property, this TOR and other possible questions from the prospective Bidders. The venue of the conference shall be at the R.M. Hall, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City.

Bidders are encouraged to attend the Pre-Bid Conference to ensure that they fully understand the SSS requirements. Non-attendance of the Bidder will in no way prejudice its bid. However, the Bidder is expected to know the changes and/or amendments to the Eligibility Documents discussed during the Pre-Bid Conference.

Any statement made at the Pre-Bid Conference shall not modify the terms of the Eligibility Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a bid bulletin.

4. **Requests for Written Clarification.** Only those who have purchased the TOR can request for clarification and/or make inquiries regarding this document which shall be in writing and addressed to the SSS-AADC Chairman. All inquiries should be received by the SSS-AADC on or before January 17, 2022. All prospective Bidders who have purchased the TOR shall be sent the responses to these inquiries through a bid bulletin no later than the close of business on January 18, 2022. Receipt of all bid bulletins shall be duly acknowledged by each Bidder prior to the submission of the Eligibility Documents and shall be so indicated therein.
5. **Correspondence with the SSS-AADC.** All correspondence with the SSS-AADC shall be addressed for the attention of:

The Chairman
SSS-Acquired Assets Disposal Committee
7th Floor, Office of the Executive Vice President for Investments Sector
SSS Building, East Avenue, Diliman, Quezon City

6. **Due Diligence.** SSS is selling the Property strictly on an "AS-IS, WHERE-IS" basis. Each prospective Bidder shall be solely responsible for its own due diligence of the Property and all matters relating to this TOR which may, in any manner, affect the nature of its purchase bid. SSS shall not

be responsible for any erroneous interpretation or conclusion by the Bidder out of data furnished or indicated in this TOR and official eligibility and purchase bid proposal forms, including any addenda, amendments or Bid Bulletins issued by the SSS-AADC. Failure of the prospective Bidders to examine and inform itself shall be at its sole risk and no relief for error or omission shall be given.

The Bidder shall investigate the Property, its existing structures, facilities and utilities as to all topographical, geological and other conditions thereat that may affect directly or indirectly the full implementation of the proposed sale and to carefully examine conditions of the Property and its surrounding vicinities affecting the actual execution of the sale and such other information as to allow the Bidder to make a competitive estimate. The Bidder, by the act of submitting its purchase bid proposal, acknowledges that it has inspected the Property, its existing structures, facilities and utilities and determined the general characteristics of the Property, its existing structures, facilities and utilities and accepted all the terms and conditions for this public bidding as set forth in the TOR.

No verbal agreement or conversation with, nor any verbal clarification from SSS, Commissioners of the Social Security Commission (SSC), SSS' officers, staff, and consultants, or SSS-AADC, shall affect or modify any of the terms and conditions contained in this TOR. Only amendments, supplements or clarifications to this TOR that are set down in the bid bulletin/s circulated to Bidders who have purchased the TOR shall be relied upon as authorized.

The Bidders are responsible for having taken steps to carefully examine this TOR including its attachments and deemed to have become familiar with all existing laws, decrees, ordinances, acts, rules and regulations which may affect this TOR.

The Bidder shall bear all costs associated with the preparation and submission of the bid, and the SSS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding procedure.

Failure to observe any of the above responsibilities shall be at the risk of the concerned Bidder.

7. All bid prices shall be quoted in Philippine Pesos.

- 8. Bid Deposit.** The Bid Deposit issued in favor of the SSS, shall be equivalent to a minimum of ten percent (10%) or thirty percent (30%) of the purchase price for Cash and Installment Sale, respectively, which shall be in the form of bank manager's check or cashier's check issued by any savings/commercial or universal bank doing business in the Philippines, to be paid upon submission of the Bid Form.

The Bid Deposit of the Winning Bidder will form part of the purchase price

- 8.1. Any Bid not accompanied by a Bid Deposit shall be rejected outright by the SSS-AADC.
- 8.2. The bid deposit of the losing Bidder/s shall be returned immediately without interest after the Bidder with the highest bid has been determined. The receipt by the losing Bidder of its/his/her bid deposit shall be deemed a waiver on its/his/her part to contest the result of the bidding. However, should a losing Bidder contest / protest / appeal the outcome of the bidding, its/his/her deposit shall be retained until the resolution thereof. Once the contest / protest / appeal is resolved, the bid deposits of the losing Bidder/s shall be returned without interest.

9. Forfeiture of Bid Deposit.

The Bid Deposit shall be forfeited in the following instances:

- 9.1. Any misrepresentation, error and/or fraudulent declaration made by the Bidder in the bid documents or any of the required attachments discovered at any time after the preliminary assessment of Eligibility Documents;
- 9.2. Withdrawal or modification, whether conditional or otherwise, of the Bid after the deadline for the submission of Bid;
- 9.3. Any material inconsistencies, errors or misrepresentations in the submitted documents of the bidder with the highest bid;
- 9.4. Post-disqualification of the Bidder with the highest bid due to misrepresentation, fraudulent acts, falsification, submission of spurious/fake documents or commission of offense in connection with the bidding process;
- 9.5. Failure of the Winning Bidder to pay the Cash Bid less Bid Deposit and/or to submit the necessary documents upon written advice from the SSS of the approval of the bid or the required submission of the necessary documents;
- 9.6. Failure of the Winning Bidder to comply with the requirements stated in the TOR;
- 9.7. Any judicial or extrajudicial action by the Winning bidder that shall delay the execution of the Deed of Absolute Sale (DOAS) and / or its compliance with its obligations as set out in the TOR; and

9.8. Any circumstances or reason that provides SSS a reasonable and valid basis to believe that the Bidder is or has been rendered incapable of completing its obligation, as proposed;

The decision of the SSS shall be final.

IV. BACKGROUND OF THE PROPERTY

1. CATTLEYA CONDOMINIUM

Cattleya Condominium is a residential condominium development located on the northwest side of R. Cruz Street, a stone's throw away from the Pasig City Mega Market and within walking distance from Pasig City Hall, within Barangay Pinagbuhatan, Pasig City, Metro Manila.

Building C, where the subject condominium unit is located, is a three (3)-storey concrete-framed residential condominium building with a loft. The ground to 3rd floors are mostly residential except for the ground floor units fronting R. Cruz Street, which are utilized as commercial retail/stores.

Construction features of the building include reinforced concrete foundation; plastered cement finish concrete hollow block walls and partitions; plywood ceiling; corrugated galvanized iron sheet roofing; ceramic tiles and plain cement finish concrete flooring; glass jalousie, sliding glass and steel casement windows; panel and flush-type doors.

Neighborhood Data

The property is a residential development catering to low-income families. Its complexion is predominantly residential, and it is surrounded along R. Cruz Street by vacant lots used as public transport parking and terminals, as well as the shanty areas along Bolante Street, about 50 meters northeast from the compound. Tricycles ply Urbano Velasco Avenue, which is some 50 meters southwest from the condominium, and a little further northwest is the Pasig City Mega Market, which serves as the nearest commercial center catering to the area, and where jeepneys and SUVs ply the streets, connecting the property to other sections of the metropolis.

2. PIONEER HIGHLANDS

Pioneer Highlands South Condominium is a commercial/residential/office condominium development located at the northwest corner of Pioneer and Madison Streets within Barangay Barangka Ilaya, Mandaluyong City. It lies some 250 meters southeast of Epifanio delos Santos Avenue (EDSA), about a kilometer by road southwest of Shaw Boulevard, and roughly 2 kilometers by road southeast of Mandaluyong City Hall.

The condominium development consists of two (2) reinforced concrete-framed buildings/towers each forty-three (43) storeys tall, with basement floor utilized for parking. Construction features include plastered cement finish concrete hollow block walls, plywood and gypsum board ceiling, ceramic tiles and pebble washout finish concrete flooring, plastered cement finish concrete hollow block partitions, fixed glass on steel frame and sliding glass on aluminum frame windows with steel grills, wood panel and plywood flush-type doors. The building is painted and provided with electrical lighting and plumbing facilities, fire sprinkler and smoke detector systems. Each tower is serviced by two (2) passenger elevators. PLDT telephone lines and provision for cable TV are available. 24-hour security is in place. Amenities include a swimming pool and a playground.

Neighborhood Data

Pioneer Highlands South is located at the heart of Metro Manila and almost at the midpoint of EDSA, Metro Manila's main arterial highway linking the north and south ends of the metropolis and Luzon. The condominium is strategically located just a stone's throw away from EDSA and is surrounded by the major commercial centers along EDSA such as Robinson's Pioneer, Greenfield/EDSA Central, Guadalupe Commercial Center. Tricycles ply the roads fronting and surrounding the compound, and within walking distance are the terminals of various public transportation such as the LRT and city and provincial buses.

3. PRYCE CENTER MAKATI

Pryce Center Condominium is located at the southeast corner of Chino Roces Avenue and Bagtikan Street, within Barangay San Antonio, Makati City, Metro Manila, about 300 meters northwest from Sen. Gil J. Puyat Avenue, some 600 meters southwest from the corner of Kamagong Street and Ayala Avenue, around 800 meters by road northeast from the intersection of Sen. Gil J. Puyat Avenue and Osmeña Highway (South Superhighway) and roughly 2.7 kilometers by road southwest of Makati City Hall. Annexed to this report are vicinity maps showing the general location of the Pryce Center Condominium in Makati City.

The condominium building is within an area of Makati City which complexion is a mixture of low-rise office condominium buildings, small retail shops and residential areas. It is one of the tallest buildings within its immediate vicinity, although less than a kilometer away are the giant commercial areas of Sen. Gil J. Puyat and Ayala Avenues where some of the tallest high-rise office condominium buildings in the country lie.

The seventeen (17)-storey reinforced-concrete framed condominium building has a basement floor utilized for parking. Its construction features include plastered cement finish concrete hollow block walls, plywood and gypsum board ceiling, ceramic tiles and pebble washout finish concrete flooring, plas-

tered cement finish concrete hollow block partitions, fixed glass on steel frame and sliding glass on aluminum frame windows with steel grills, wood panel and plywood flush-type doors. The building is painted and provided with electrical lighting and plumbing facilities, and fire sprinkler and smoke detector systems. It is serviced by two (2) passenger elevators. PLDT telephone lines and provision for cable TV are available. 24-hour security is in place.

4. RENAISSANCE CONDOMINIUM

Renaissance Condominium is located on the west side of Meralco Avenue within Ortigas Center, Barangay Ugong, Pasig City, Metro Manila. It is about 800 meters south of Ortigas Avenue, some 2 kilometers by road northeast from the intersection of Shaw Boulevard and Epifanio delos Santos Avenue (Crossing), and approximately 3 kilometers northwest of Pasig City Hall. The entire development consists of three (3) towers, identified as Tower 1000, Tower 2000 and Tower 3000. Tower 1000, where the subject unit is situated, is a twenty-eight (28)-storey residential/commercial condominium building with a six (6)-level parking area, with construction features that include reinforced concrete foundation, columns, and beams framing, reinforced concrete slab roof deck, marble and ceramic tile floors, concrete hollow blocks with marble tile with wood accent walls, plastered cement finish partitions, gypsum board ceiling. The building is painted and provided with electrical lighting and plumbing facilities, fire sprinkler and smoke detector systems. It is likewise provided with three (3) passenger elevators, one (1) service elevator and visitor's parking area. Its amenities include a swimming pool on the 7th floor and a function room for 300 people.

Neighborhood Data

The condominium development caters to middle- and upper-income families. While lower levels are commercial, mostly occupied by restaurants, convenience stores and banks, upper floors complexion is purely residential. Noted establishments within its vicinity are Ayala Malls The 30th right beside the subject building, Metrowalk Mall, St. Paul College Pasig, ULTRA Sports Arena, and the Department of Education Office. The Ortigas Commercial Center, SM Megamall, Robinsons Galleria and The Medical City are all easily accessible via private or public transportation.

V. TERMS OF SALE

A. FORM OF BID

1. Cash Bid
2. Installment Bid

B. TERMS OF PAYMENTS

1. For Cash Bid

Bid Deposit is at least ten percent (10%) of the Bid Price / Purchase Price and shall be paid upon submission of the Bid Form.

Payment of Balance is within ten (10) working days from the Winning Bidder's receipt of the Deed of Absolute (DOAS).

2. For Installment Bid

Bid Deposit is at least thirty percent (30%) of the Bid Price / Purchase Price and shall be paid upon submission of the Bid Form.

Payment of Balance: Maximum term of ten (10) years with an interest rate of nine percent (9%) p.a. on the balance

The Monthly Installment Payments shall be payable through the issuance of Post-Dated Checks (PDCs). The Winning Bidder shall submit twelve (12) PDCs within ten (10) working days from receipt of the Deed of Conditional Sale (DCS).

In case of installment term of more than one (1) year, the Winning Bidder shall submit twelve (12) PDCs every anniversary date.

Monthly installment shall be computed on a declining balance method (Sample computation for a ₱1,000,000.00 principal balance attached as **Annex "D"**).

3. In case the Winning Bidder has an existing Lease Contract on the property subject of bid, all advance payments made, if any, shall be deducted from the balance of the purchase price.

4. Non-Payment of the Required Balance/Installment Payment

For Cash Bid - In case the Winning Bidder fails to submit the full payment of the purchase price within ten (10) working days from receipt of Notice of Award, the SSS shall cancel the sale and forfeit the Bid Deposit thereof.

For Installment Bid

4.1. In case the Winning Bidder fails to submit the PDCs for the installment payments of the purchase price within ten (10) working

days from receipt of the DCS, the SSS shall cancel the sale and forfeit the Bid Deposit thereof.

- 4.2. In case of any delay in the payment of the monthly installment, the Winning Bidder/Buyer shall pay a penalty per month equivalent to two percent (2%) of the total amount due, computed from the date of delinquency up to actual date of payment.
- 4.3. Collection Notice shall be sent by the ROPA and Acquired Assets Department fifteen (15) calendar days after the applicable month of delay and every fifteen (15) calendar days thereafter up to three (3) notices. The 3rd Collection Notice will serve as the Ejectment Notice, if occupied.
- 4.4. In case the Winning Bidder/Buyer fails to pay outstanding obligations after the 3rd Collection Notice, the SSS shall cancel the DCS.
- 4.5. SSS may accept partial payments, if any, of the total amount due which shall be applied in the following order: first to the penalties; second to the interest, if any, and then to the principal obligation. However, acceptance of partial payments shall not deter SSS from issuing the 3rd Collection Notice.
- 4.6. The case of delinquent Buyer shall be referred to the Litigation Department for appropriate legal action if the delinquent Buyer refuses to vacate the premises after receipt of Ejectment Notice or vacates the premises without paying the outstanding obligation to the SSS.

VI. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

1. Rights and Responsibilities of the Winning Bidder

The Winning Bidder shall:

- 1.1. Strictly comply with the terms and conditions of the DCS/DOAS to be executed between the SSS and the Winning Bidder and maintain all warranties and representations in good standing for the duration of the DCS.
- 1.2. Pay at its sole account, all applicable taxes, licenses, fees, and charges due on the sale transaction.
- 1.3. The winning Bidder/Buyer on cash sale shall deliver the duly signed DOAS to the SSS and the full payment; and if the Winning Bidder/Buyer is a corporation, its Board Resolution/Secretary's Certificate approving the DOAS and

appointment of its authorized signatory/ies shall be submitted as additional requirements.

Failure of the Winning Bidder/Buyer to comply with the requirements shall render the award nullified and the Bid Deposit forfeited in favor of the SSS.

1.4. In case of installment sale:

1.4.1. Submit to SSS for clearance and approval of the Head, Lending and Asset Management Group (LAMG), the proposed *Development Plan* for the Property, if any, as approved by the National and/or Local Government agencies concerned, before the commencement of any development.

1.4.2. Strictly comply with the permitted land use/s and the development restrictions for the Property as set by the National or Local Government.

1.4.3. Pay, at its sole account, all applicable taxes, licenses, fees, and charges due on the Property and its improvements, and those that may be imposed by law during the entire term of the DCS.

1.4.4. Obtain at its own cost, an all-risk insurance coverage from the Government Service Insurance System (GSIS) for the existing structure and all other improvements that may be introduced during the entire term of the DCS and provide the SSS copies of the original insurance policy and the corresponding Official Receipt (OR) within five (5) calendar days from the issuance of said insurance policy.

1.5. Contracts with existing Lessees may or may not be respected by the Winning Bidder. Collection of rentals from existing Lessees by the Winning Bidder and Transfer of Security Deposit or Advance Rent, if any, shall be upon the execution of Deed of Conditional Sale/Deed of Absolute Sale.

2. Rights and Responsibilities of SSS

The SSS shall:

2.1 Inform Lessees of the sale of the property through public bidding.

2.2 Deliver possession of the Property to the Winning Bidder, on an "as- is, where-is" basis, upon the execution of the DCS/DOAS.

- 2.3 In case the Winning Bidder (other than the Lessee) opted to respect the lease, turn over to the Winning Bidder any advance rent and deposit made by the Lessee upon execution of DCS/DOAS, otherwise, terminate the Lease.
- 2.4 In case of installment sale:
 - 2.4.1. Rescind the DCS in case the Bidder/Buyer violates any of the provisions of the DCS.
 - 2.4.2. In case of failure/delay in the payment of monthly amortization, send Collection Notice fifteen (15) calendar days after the applicable month of delay and every fifteen (15) calendar days thereafter up to three (3) notices.
 - 2.4.3. Cancel the DCS in case the winning Bidder/Buyer fails to pay outstanding obligations after the 3rd collection notice. The 3rd Collection Notice will also serve as the Ejectment Notice.
 - 2.4.4. Take legal action in case delinquent buyer refuses to vacate the premises after receipt of ejectment notice.
 - 2.4.5 Take possession of the property and all its improvement upon cancellation of DCS.

VII. ELIGIBLE BUYER

Any person (natural or juridical) authorized by law to acquire, own, hold or develop real properties in the Philippines may be allowed to participate in the public bidding.

1. Individual Buyer (Filipino citizen)
2. Sole Proprietorship
3. Corporation/Partnership duly registered and organized under the laws of the Philippines and at least 60% Filipino owned.
4. An incorporated joint venture (JV) or consortium of local individuals/entities, i.e., a group of two (2) or more persons/entities with intention to be jointly and severally responsible or liable for the particular transaction with the SSS.
5. A joint venture of local entity/ies with a foreign entity/ies licensed to do business in the Philippines provided there is a written Joint Venture Agreement/ Memorandum of Agreement/Understanding for the purpose of acquiring the SSS property/ies, provided further that the ownership of such joint venture shall not be in violation of existing laws restricting

foreign ownership of land in the Philippines and provided finally that should the joint venture be declared as the winning bidder/buyer, they shall organize or incorporate under Philippine laws to qualify with the constitutional requirement to contract and acquire real property in the Philippines, within a non-extendible period of thirty (30) working days from the date of receipt of the Notice of Award.

6. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the Government of the Philippines (GOP) or the SSS.
7. SSS employees with rank of Section Head and above and all those involved in the administration and disposal of Investment Properties (IPs) and Real and Other Properties Acquired (ROPAs) and their relatives up to the 2nd degree of consanguinity or affinity shall be **disqualified** to bid.

VIII. APPLICATION FOR ELIGIBILITY

Only Eligible Bidders shall be allowed to submit Bid Proposal. Interested bidders are invited to apply for eligibility procedure. Aside from being required to purchase the TOR for a non-refundable fee of FIVE THOUSAND PESOS (P5,000.00), a bidder could be considered eligible if he satisfies all the documentary requirements.

1. **Eligibility Documents.** Bidders that wish to be considered for eligibility are required to submit to SSS-AADC on or before 10:00 A.M. of January 21, 2022 the following documents as found in the checklist of Eligibility Documents attached herewith as **Annex "E"**.
 - 1.1. For Individuals
 - 1.1.1. Duly accomplished Eligibility Statement
 - 1.1.2. Buyer's Information Sheet
 - 1.1.3. Copies of two (2) valid government issued IDs
 - 1.1.4. Certificate of Employment and Compensation, if employed
 - 1.1.5. Proof of source of funds (if unemployed)
 - 1.1.6. Certified True Copy of Latest Income Tax Return (ITR), if employed
 - 1.1.7. Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Bidder is known to them,

banking with them and is in good financial and credit standing

1.1.8. Letter authorizing the SSS representative/s to verify the validity of all the documents submitted

1.1.9. Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements is original / authentic copy of the original, and that all statements and information provided therein are true and correct

1.1.10. Waiver of Rights to Seek Legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder / Buyer

1.2. For Sole Proprietorship

1.2.1. Duly accomplished Eligibility Statement

1.2.2. Certified True Copy of DTI Registration and Business Profile

1.2.3. Certified True Copy of Latest Audited Financial Statement

1.2.4. Certified True Copy of Latest Income/Business Tax Return (I/BTR) and Tax Clearance

1.2.5. Certified True Copy of Mayor's/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located

1.2.6. Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Bidder is known to them, banking with them and is in good financial and credit standing

1.2.7. Letter authorizing the SSS representative/s to verify the validity of all the documents submitted

1.2.8. Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements is original / authentic copy of the original, and that all statements and information provided therein are true and correct

1.2.9. Waiver of Rights to Seek Legal legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder / Buyer

1.3. For Partnership/Corporation/Joint Venture (JV)/Consortium

1.3.1. Duly accomplished Eligibility Statement

1.3.2. Certified True Copy of SEC Registration and Company Profile of the Bidder; or in case of a foreign entity, at least 60% Filipino owned and licensed to do business in the Philippines

1.3.3. Certified True Copy of Articles of Incorporation/Partnership, By-Laws of the Bidder as amended, if any

1.3.4. Certified True Copy of Mayor's/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located

1.3.5. Certified True Copy of Latest Audited Financial Statement

1.3.6. Certified True Copy of Income/Business Tax Returns

1.3.7. Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Buyer is known to them, banking with them and is in good financial and credit standing

1.3.8. Board Resolution duly certified by the Bidder's Corporate Secretary expressly authorizing the Bidder's/Corporation's participation in the bidding process, nominating, appointing and authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto

1.3.9. If a JV or Consortium, the Bidder (including all its JV/Consortium members) shall submit a copy of the duly notarized JV Agreement/ Memorandum of Agreement (MOA) / Understanding (MOU) which:

a. Briefly describes the JV Consortium, the individual members of the JV/Consortium and the extent of the participation of each member;

b. Identifies the lead member of the JV/Consortium who is authorized by all the members to represent and

sign any and all documents related to this process, receive notices/instructions and to make payments for and on behalf of the JV/Consortium; and

- c. Provides that the members shall be jointly and severally liable for the obligations of the bidder under the award/contract.

1.3.10. Letter authorizing the SSS representative/s to verify the validity of all the documents submitted

1.3.11. Waiver of Rights to seek legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder / Buyer

1.3.12. A declaration of any legal or other impediments which may affect the Bidder's (and its JV or Consortium members) ability to participate in the bidding or a certification to be submitted by the Bidder (and its JV or Consortium members) stating the absence of such legal impediments

1.3.13. Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements is original / authentic copy of the original, and that all statements and information provided therein are true and correct

1.4. For Foreigners

1.4.1. Duly accomplished Eligibility Statement

1.4.2. Passport

1.4.3. Certificate of employment or Proof of Income

1.4.4. Latest Income Tax Return (ITR)

1.4.5. Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Buyer is known to them, banking with them and is in good financial and credit standing

1.4.6. Certification from the Condominium Corporation stating the percentage of ownership of foreigners in the condominium building (shall not exceed 40% of the total condominium units within the building)

1.5. Government Corporations/Entities

1.4.1. Duly accomplished Eligibility Statement

1.4.2. Board Resolution duly certified by the Bidder's Corporate Secretary expressly authorizing the Bidder's/Corporation's participation in the bidding process, nominating, appointing and authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto

1.4.3. Certified True Copy of Charter or applicable law on the creation of the entity

1.4.4. Bank Certification or any proof of funds availability

All documents submitted by the bidders shall become the property of the SSS after the deadline for submission thereof.

IX. PROCEDURAL GUIDELINES

1. Process Flow

The following process flow shall apply in the bidding:

1.1. Publication of Invitation to Bid

1.2. Pre-Bid Conference

1.3. Three (3)-Stage Evaluation Process

1.3.1 Preliminary Assessment of Eligibility Document

1.3.2 Submission, Opening and Evaluation of Eligibility Documents

1.3.3 Submission, Opening and Evaluation of Cash/Installment Bids

1.4 Post-Qualification

1.5. Issuance of Notice of Award

2. Activities of Public Bidding

2.1 Preliminary Assessment of Eligibility Documents. Before the submission of Eligibility Documents, the prospective Bidders may present their Eligibility Documents for preliminary assessment by the SSS-AADC on the prescribed date/s to determine the presence of the required documents based on the checklist of Eligibility Documents. The assessment shall not be construed as substantial compliance to

the accuracy and authenticity of the documents and information presented.

2.2 Submission of Eligibility Documents. Interested Bidders are requested to submit the required Eligibility Documents to SSS-AADC on or before the prescribed date of submission. Bidders shall submit one (1) set of original Eligibility Documents and three (3) other set of copies thereof, with each set contained in a sealed envelope. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.2.1 All Eligibility Documents, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the prospective Bidder.

2.2.2 Any interlineation, erasures or overwriting shall be valid only if it is signed or initialed by the duly authorized representative/s of the prospective Bidder.

2.3. Sealing and Marking of Eligibility Documents. Bidders shall enclose their original Eligibility Documents, in one sealed envelope marked "ORIGINAL -ELIGIBILITY DOCUMENTS". Each copy of the original Eligibility Documents shall be similarly sealed and duly marked as "COPY NO. ___ -ELIGIBILITY DOCUMENTS" in another envelope. These envelopes containing the original and the copies shall then be enclosed in one single envelope. All envelopes shall:

2.3.1. contain the name of the Property to be bid in capital letters;

2.3.2. bear the name and address of the bidder in capital letters;

2.3.3. be addressed to the SSS-AADC as identified in the Invitation to Bid; and

2.3.4. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of the Eligibility Documents.

If envelopes are not sealed and marked as required, the SSS will assume no responsibility for the misplacement or premature opening of the Eligibility Documents.

The Eligibility Documents shall be treated as confidential. Each party will hold any and all confidential information in strict adherence and will not disclose or use any confidential information or any part of it except for the proper performance of the party's obligations under the TOR.

2.4. Evaluation of Eligibility Documents

2.4.1 Opening of Eligibility Documents

The SSS-AADC, shall consider Eligibility Documents submitted even if there is only one (1) Bidder. The envelopes containing the Eligibility Documents from prospective bidders shall be opened one-by-one to check the submitted documents against the checklist of Eligibility Documents. The SSS-AADC shall mark on the envelope containing the Eligibility Documents, the time, date and place of the opening of said envelope.

2.4.2 Evaluation Process

2.4.2.1. The Eligibility Documents submitted by the Bidders shall be evaluated by SSS-AADC as to its veracity and financial capacity within five (5) working days.

2.4.2.2. Eligibility Documents submitted by the Bidders shall be evaluated on a pass or fail basis to determine if the Bidder (or the member-firms) complies with or satisfies all the requirements. Only those who strictly comply with all eligibility requirements shall be declared "ELIGIBLE", be issued the Bid Form and be allowed to submit Bids. In this regard, failure to submit a requirement, or an incomplete submission, merits a "failed" rating for the particular requirement. If a prospective bidder is rated "failed" IN ANY of the eligibility requirements, it shall be considered INELIGIBLE to further participate in the bidding procedure, and the SSS-AADC shall mark the set of Eligibility Documents of the prospective Bidder concerned as "ineligible".

Criteria for Credit Evaluation of Installment Buyers:

a. For Individual

Monthly amortization shall not exceed forty percent (40%) of the Net Disposal Income (NDI).

b. For Single Proprietorship/Corporation/Joint Venture

i. Liquidity Ratio of 1:1

ii. The balance of the purchase price is not more than thirty percent (30%) of the total Net Worth of the bidder.

2.4.2.3. The Eligible Bidders shall be notified by the SSS-AADC through a Bid Bulletin.

2.5 Submission of Sealed Bids and Bid Deposit

2.5.1 Eligible Bidders shall submit the duly accomplished Bid Form together with the Bid Deposit to SSS-AADC on or before the prescribed period which must be within five (5) working days after the issuance by the SSS-AADC of a Bid Bulletin to Eligible Bidders.

Eligible Bidders are required to submit one (1) set of original Bid and three (3) other set of copies thereof, with each set contained in a sealed envelope. In the event of any discrepancy between the original and the copies, the original shall prevail. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Eligible Bidder.

2.5.2 Requires Bidders/authorized representatives to sign in the attendance logbook.

2.6 Sealing and Marking of Sealed Bids and Bid Deposit. Eligible Bidders shall enclose their original Bid and Bid Deposit in one sealed envelope marked "ORIGINAL-BID". Each copy of the original Bid shall be similarly sealed and duly marked as "COPY NO. ___ -BID" in another envelope. These envelopes containing the original and the copies shall then be enclosed in one single envelope. All envelopes shall:

2.6.1. contain the name of the Property to be bid in capital letters;

2.6.2. bear the name and address of the Eligible Bidder in capital letters;

2.6.3. be addressed to the Chairman, SSS-AADC as identified in the Invitation to Bid; and

2.6.4. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of the Bid.

If envelopes are not sealed and marked as required, the SSS will assume no responsibility for the misplacement or premature opening of the Bids.

2.7 Opening and Evaluation of Sealed Bids

2.7.1 Bids shall be opened at the time, date and place specified by the SSS-AADC. The Bidders may attend the opening of the bids.

- 2.7.2 The Bids opened shall be evaluated based on the highest bids.
- a. Tabulate bids
 - b. Determines highest Bidder
- 2.7.3 In case of a tie on the bid price, the Bidder who submitted the highest amount of Bid Deposit shall be chosen. However, toss coin shall be resorted to in case the winner in a tie cannot be decided based on the criteria mentioned herein.
- 2.7.4 The Bid Deposit of losing Bidder/s shall be returned immediately after the bidding without interest. The receipt by losing Bidder of his deposit shall be deemed a waiver on his part to contest the result of the bidding. However, should a losing bidder contest/protest/appeal the outcome of the bidding, his deposit shall be retained until the resolution thereof. Upon resolution of contest/protest/appeal, SSS shall return bid deposit of losing bidder/s without interest.
- 2.7.5 **Notification to the Highest Bidder.** The Highest Bidder shall be notified within three (3) working days after the Opening and Evaluation of Sealed Bids to submit Tax Clearance within five (5) working days from receipt hereof, if he/she submitted only proof of filing to qualify for eligibility.

2.8 Post Qualification

- 2.8.1 The SSS-AADC shall conduct post-qualification for a period of five (5) working days to verify the accuracy and authenticity of all the documents and information submitted by Bidder with the highest bid. Any material inconsistency, error or misrepresentation in the submitted documents shall be a ground for disqualification and forfeiture of the Bid Deposit.
- 2.8.2 If the bidder with the highest bid passes post-qualification, its bid shall be declared as the highest and complying bid. The SSS-AADC shall recommend to the SSC thru the SSS President and CEO (PCEO) that the sale of the Property be awarded to the said bidder as the Winning Bidder.
- 2.8.3 If the bidder with the highest bid fails post-qualification due to misrepresentation, fraudulent acts, falsification, submission of spurious/fake documents or commission of an offense in connection with the bidding process, or non-submission of Affidavit of Undertaking, the SSS-AADC shall notify the bidder of the results thereof and forfeit its Bid Deposit. The SSS-AADC shall declare a failure of bidding and conduct a re-bidding

unless instructed by the PCEO/SSC to conduct a negotiated sale to the next highest bidder subject to the terms and conditions for public bidding and subject further to the following conditions:

- a. The difference between the highest bid and next highest bid is not more than five percent (5%); and
- b. The next highest bid is not lower than the minimum bid price. Otherwise, a re-bidding shall be conducted.

X. AWARD ON SALE OF PROPERTY/IES

1. The award shall be made to the bidder who made the most advantageous offer to the SSS.
2. As a rule, cash bids shall be preferred over installment bids.
3. An installment bid shall, however, be considered as more advantageous if the installment bid is greater by at least twenty percent (20%) over cash bid.
4. In case of installment bids, the bid with the shortest payment period shall be preferred unless the difference in the bids is greater by at least twenty percent (20%), in which case the bid with the longer payment period shall be considered more advantageous to the SSS.
5. The following order of preference shall be observed in selecting the highest Bidder in case of a tie in the cash or installment bids as the case maybe.
 - 5.1 Bidder who submitted the highest amount of Deposit.
 - 5.2 If with the same bid deposit; SSS member in good standing shall be preferred over non-SSS member bidder.
 - 5.3 Toss coin shall be resorted to in case the winner in a tie cannot be decided, based on the above-mentioned criteria.
6. Within five (5) Working Days from determining the highest Bidder, the SSS-AADC shall recommend to the SSC thru the SSS PCEO the award on the sale of the property/ies to the highest Bidder.
7. Within five (5) Working Days from the SSC approval, the SSS-AADC shall issue to the Winning Bidder the Notice of Award. The Winning Bidder shall submit its/his/her confirmation on the receipt of the Notice of Award to the SSS-AADC within two (2) Working Days from receipt thereof either personally, registered mail, courier or electronically to the *email address of the Chairman of AADC*. AADC shall acknowledge confirmation by the

Winning Bidder upon receipt of the same and shall furnish SSS-ROPAAAD with a copy of the Notice of Award.

8. The Notice of Award shall be sent and the Deed of Conditional Sale/Deed of Absolute Sale for signature of the Winning Bidder.

XI. FAILURE OF BIDDING

SSS-AADC shall declare a failure of bidding under any of the following circumstances:

1. There is no bidder;
2. If bid offers are below the Minimum Bid Price; or
3. All prospective bidders are declared ineligible.

XII. APPEAL

1. A Bidder determined as failed/disqualified and/or whose bid has been found non-complying may file an appeal in writing (Notice of Appeal) to the SSC. The appeal must be filed within seven (7) calendar days from receipt of the bid bulletin/notice of disqualification. The Notice of Appeal shall be accompanied by a Sworn Statement stating the grounds relied upon for the appeal and corresponding payment of a non-refundable appeal fee in an amount equivalent to at least one percent (1%) of the Minimum Bid Price or such amount as may be recommended by the SSS-AADC subject to approval of the PCEO, in the form of Manager's Check issued by a local savings/commercial or universal bank.
2. The bidding process will be suspended for a maximum period of thirty (30) calendar days while the appeal is being evaluated. The decision of the SSC on the appeal shall be final and immediately executory.

XIII. MODIFICATION AND WITHDRAWAL OF ELIGIBILITY DOCUMENTS

Prospective bidders may modify their Eligibility Documents after these have been submitted, provided that the modification is received by the SSS prior to the deadline prescribed for the submission and receipt of Eligibility Documents. Prospective bidders shall not be allowed to retrieve the Eligibility Documents they have originally submitted but shall only be allowed to submit another set which shall be properly identified and linked to its original Eligibility Documents marked as "MODIFICATION" and manifesting a stamp of receipt at a date prior to the deadline for submission. Receipt of the MODIFICATION after the deadline shall not be considered and shall be returned to the prospective bidder unopened.

A prospective Bidder may, through a Letter of Withdrawal, withdraw its Eligibility Documents after it has been submitted provided that the Letter of

Withdrawal is received by the SSS prior to the deadline prescribed for the submission and receipt of Eligibility Documents. Eligibility Documents requested to be withdrawn shall be returned unopened to the prospective Bidders. A prospective Bidder that withdraws its Eligibility Documents shall not be permitted to submit another set of Eligibility Documents, directly or indirectly, for the same bid.

XIV. WAIVER

SSS shall be held free and harmless from any liability, costs and expenses, suit or allegation arising out of the participation by the private/public sector entities in this bidding procedure. The decision of the SSC is final. All Bidders waive all rights to seek legal action (e.g., Temporary Restraining Order, lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder. Prospective Bidders shall submit a waiver together with the Eligibility Documents to the SSS.

XV. CANCELLATION OF DEED OF CONDITIONAL SALE (DCS) OR DEED OF ABSOLUTE SALE (DOAS)

The SSS shall have the right to rescind the DCS/DOAS, revert back ownership of the property to SSS and forfeit the bid security, and all or part of cash/installment payments made, if warranted, by the Winning bidder in case of default in its/his/her obligations with SSS under the terms of the Affidavit of Undertaking executed by him to qualify for the bidding.

In case of cancellation of DCS/DOAS, SSS shall conduct a re-bidding.

XVI. SSS' RESERVED RIGHTS

1. SSS reserves the right to reject any or all Eligibility Documents, to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of the bid.
2. SSS reserves the right to review other relevant information affecting the Bidder or its Eligibility Documents before its declaration as eligible to participate further in this bidding procedure and be allowed to submit Cash / Installment Bids. Should such review uncover any misrepresentations made in the Eligibility Documents, or any change in the situation of the Bidder, which affects its eligibility, the SSS-AADC shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid.
3. SSS further reserves the right to call off this bidding prior to acceptance of the bid(s) and call for a new bidding procedure under amended rules, and without any liability whatsoever to any or all the Bidders, except the obligation to return the Bid Deposit.
4. SSS reserves the right to reset the date of the Pre-Bid Conference, the deadline for the submission of Eligibility Documents, the date of other

pertinent activities, the date of announcement of the Eligible Bidders or otherwise revise the timetable for the disposition at hand in any case as it may be deemed necessary, but especially on "Force Majeure" or fortuitous events that shall mean events which could not have been foreseen or which were inevitable and beyond the control of SSS.

5. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in this process, nor does SSS and/or its AADC guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the bid most advantageous to the agency.

XVII. ANTI-CORRUPTION POLICY

1. The Bidders, their Directors and Officers are prohibited from communicating with or contacting, directly or indirectly, any of the SSS officers and employees, Consultant, SSS-AADC and its Secretariat on matters concerning the bidding process except for queries and clarifications of proposal which must be in writing and addressed to the SSS-AADC Chairman.
2. The Bidders shall not offer or give, directly or indirectly, any amount, benefit or advantage to any of the SSS officers and employees, Consultant, SSS-AADC and its Secretariat. Violation of this policy shall be a ground for disqualification or revocation of the award, if any, without prejudice to damages that SSS may recover for any loss or damage that may result therefrom.

XVIII. TIMETABLE OF ACTIVITIES

	Activities	Number of calendar days	Timetable
1	Publication of Invitation to Bid (Dec. 10, 17 & 24)	21 days	December 10, 2021 to December 30, 2021
2	Issuance of TOR	31 days	December 10, 2022 to January 09, 2022
3	Pre-Bid Conference	1 day	January 10, 2022
4	Deadline for Submission of Written Requests for Clarification/Inquiries	5 working days	January 11, 2022 to January 17, 2022
5	Last day of Issuance of Bid Bulletin	1 day	January 18, 2022
6	Stage 1: Preliminary Assessment of Eligibility Documents	2 working days	January 19 to 20, 2022
7	Stage 2(a): Submission, Opening and Checking of Eligibility Documents against Checklist of Requirements	1 day	January 21, 2022
8	Stage 2(b): Evaluation of Eligibility Documents as to Veracity and Financial Capacity and Approval by the AADC	3 working days	January 24 to 26, 2022
9	Stage 2(c): Notification to Eligible/Ineligible Bidders thru Bid Bulletin	1 day	January 27, 2022
10	Stage 3: Submission, Opening and Evaluation of Cash/Installment Bid Proposals with Bid Deposit and Determination of the Highest Bidder	1 day	January 28, 2022
11	Post-Qualification	5 working days	January 31, 2022 to February 07, 2022
12	SSS-AADC Recommendation to Declare the Winning Bidder to SSC	5 working days	February 08, 2022 to February 14, 2022
13	SSC Approval of Winning Bidder	1 day	February 15, 2022
14	Review of Contract by the OGCC	20 working days	February 16, 2022 to March 16, 2022
15	Issuance of Notice of Award	5 working days	March 17, 2022 to March 23, 2022
16	Execution of Deed of Conditional Sale/ Deed of Absolute Sale and Full Payment/Issuance of PDCs by the Winning Bidder of the Balance of the Purchase Price/Down	10 working days	March 24, 2022 to April 06, 2022

The above is an indicative timetable which may change at the discretion of the SSS-AADC.

ANNEXES

Annex A	INVITATION TO BID
Annex B	LIST OF PROPERTIES
Annex C	PHOTOCOPY OF TRANSFER CERTIFICATE OF TITLE AND TAX DECLARATION
Annex D	SAMPLE AMORTIZATION SCHEDULE
Annex E	CHECKLIST OF DOCUMENTS
Annex F	PRO-FORMA ELIGIBILITY STATEMENT
Annex G	BUYER'S INFORMATION SHEET
Annex H	SAMPLE FORM – WAIVER OF RIGHT TO SEEK LEGAL REMEDIES
Annex I	DRAFT – CONTRACTS DEED OF CONDITIONAL SALE DEED OF ABSOLUTE SALE
Annex J	PRO-FORMA BID PROPOSAL

ANNEX "A"
Invitation to Bid



ANNEX "A"



Social Security System
East Avenue, Diliman, Quezon City

INVITATION TO BID
FOR THE SALE OF VARIOUS SSS-OWNED CONDOMINIUM UNITS AND
PARKING SLOTS

The **SOCIAL SECURITY SYSTEM (SSS)** is inviting interested bidders, to bid in cash or installment, for the sale through public bidding of various SSS-owned condominium units and parking slots, as follows:

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
<i>I. CATTLEYA CONDOMINIUM</i>				
1	130	PT-34546	44.820	1,250,000
<i>II. A. PIONEER MADISON HIGHLANDS – Residential</i>				
1	2508	13819	117.530	7,950,000
2	207/B3	13863	12.500	900,000
			130.030	8,850,000
3	3207	13820	133.450	9,000,000
4	208/B3	13864	12.500	900,000
			145.950	9,900,000
5	3307	13821	133.450	9,000,000
6	209/B3	13865	12.500	900,000
			145.950	9,900,000
7	3407	13823	133.450	9,000,000
8	211/B3	13867	12.500	900,000
			145.950	9,900,000
9	3504	13824	94.840	6,400,000
10	209/B4	13838	12.500	900,000
			107.340	7,300,000
11	3506	13825	103.340	7,000,000
12	210/B4	13839	12.500	900,000
			115.840	7,900,000
13	3507	13826	133.450	9,000,000
14	212/B3	13868	12.500	900,000
			145.950	9,900,000
15	3604	13828	94.840	6,400,000
16	211/B4	13840	12.500	900,000
			107.340	7,300,000
17	3704	13831	94.840	6,400,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
18	212/B4	13841	12.500	900,000
			107.340	7,300,000
19	3706	13832	103.340	7,000,000
20	213/B4	13842	12.500	900,000
			115.840	7,900,000
21	3904	13834	94.840	6,400,000
22	214/B4	13843	12.500	900,000
			107.340	7,300,000
	Sub-total		1,374.870	93,450,000
II.B. PIONEER WEST HIGHLANDS –Residential				
23	906	13797	122.900	7,800,000
24	155/B3	13845	12.500	900,000
			135.400	8,700,000
25	2011	13798	134.830	9,100,000
26	156/B3	13846	12.500	900,000
			147.330	10,000,000
27	2211	13799	134.830	9,100,000
28	157/B3	13847	12.500	900,000
			147.330	10,000,000
29	2306	13800	122.900	8,300,000
30	158/B3	13848	12.500	900,000
			135.400	9,200,000
31	2311	13801	134.830	9,100,000
32	159/B3	13849	12.500	900,000
			147.330	10,000,000
33	2411	13802	134.830	9,100,000
34	160/B3	13850	12.500	900,000
			147.330	10,000,000
35	2506	13803	122.900	8,300,000
36	161/B3	13851	12.500	900,000
			135.400	9,200,000
37	2706	13806	122.900	8,300,000
38	164/B3	13854	12.500	900,000
			135.400	9,200,000
39	2811	13807	134.830	9,100,000
40	165/B3	13855	12.500	900,000
			147.330	10,000,000
41	2911	13808	134.830	9,100,000
42	166/B3	13856	12.500	900,000
			147.330	10,000,000
43	3009	13809	134.830	9,100,000
44	167/B3	13857	12.500	900,000
			147.330	10,000,000
45	3109	13810	134.830	9,100,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
46	168/B3	13858	12.500	900,000
			147.330	10,000,000
47	3601	13812	226.850	15,300,000
48	170/B3	13860	12.500	900,000
			239.350	16,200,000
49	3704	13814	200.270	13,500,000
50	172/B3	13862	12.500	900,000
			212.770	14,400,000
51	3801	13815	384.180	25,900,000
52	256/B3	13874	12.500	900,000
			396.680	26,800,000
53	3803	13817	340.160	22,900,000
54	258/B3	13876	12.500	900,000
			352.660	23,800,000
55	3804	13818	436.560	29,400,000
56	B3/178-A	18845	12.500	900,000
			449.060	30,300,000
	Sub-total		3,370.760	227,800,000
II. C. PIONEER CORPORATE CENTER –Office				
57	605	14285	90.200	7,100,000
58	114/B1	14299	12.500	900,000
			102.700	8,000,000
59	606	14286	102.460	8,050,000
60	152/B1	14306	12.500	900,000
			114.960	8,950,000
61	607	14287	133.110	10,450,000
62	127/B1	14302	12.500	900,000
			145.610	11,350,000
63	609	14289	147.540	11,600,000
64	120/B1	14308	12.500	900,000
			160.040	12,500,000
65	610	14290	102.940	8,100,000
66	151/B1	14305	12.500	900,000
			115.440	9,000,000
67	617	14293	71.660	5,450,000
68	167/B1	14298	12.500	900,000
			84.160	6,350,000
	Sub-total		722.910	56,150,000
II. D. GLOBE TELECOM PLAZA –Office				
69	614	13791	119.750	9,400,000
70	021/B1	13880	12.500	900,000
			132.250	10,300,000
71	619	13793	108.950	8,550,000
72	014/B2	13878	12.500	900,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
			121.450	9,450,000
73	814	14280	119.750	9,400,000
74	136/B2	14296	12.500	900,000
			132.250	10,300,000
75	815	13792	123.160	9,650,000
76	113/B2	13879	12.500	900,000
			135.660	10,550,000
77	819	14281	108.950	8,550,000
78	037/B2	14294	12.500	900,000
			121.450	9,450,000
			643.060	50,050,000
	Sub-total		6,111.600	427,450,000
III. PRYCE CENTER MAKATI – Residential				
1	503	69326	107.940	7,750,000
	2		12.500	
			120.440	
2	901	69327	110.095	7,850,000
	13		12.500	
			120.595	
3	902	69328	73.310	5,550,000
	14		12.500	
			85.810	
4	903	69329	107.940	7,750,000
	6		12.500	
			120.440	
5	1002	69335	73.310	5,550,000
	10		12.500	
			85.810	
6	1003	69336	107.940	7,750,000
	11		12.500	
			120.440	
7	1004	69337	123.860	8,750,000
	12		12.50	
			136.360	
8	1005	69338	89.260	6,550,000
	3		12.500	
			101.760	
	Total		893.655	57,500,000
IV. RENAISSANCE TOWER – Residential				
1	PH04	PT - 30683	384.660	31,950,000
	PS G 6 & 7		25.000	1,600,000
	Total		409.660	33,550,000
	Grand-Total		9,899.525	519,750,000

TERMS OF SALE

A. TERMS OF PAYMENTS

For Cash Bid

Bid Deposit is at least ten percent (10%) of the Bid Price / Purchase Price and shall be paid upon submission of the Bid Form. Payment of Balance is within ten (10) working days from the Winning Bidder's receipt of the Deed of Absolute Sale (DOAS).

For Installment Bid

Bid Deposit is at least thirty percent (30%) of the Bid Price / Purchase Price and shall be paid upon submission of the Bid Form.

Payment of Balance: Maximum term of ten (10) years with an interest rate of nine percent (9%) p.a. on the balance. Monthly installment shall be computed on a declining balance method.

The Monthly Installment Payments shall be payable through the issuance of Post-Dated Checks (PDCs) within ten (10) working days from the Winning Bidder's receipt of Deed of Conditional Sale (DCS).

B. Other terms and Conditions:

Sale is on an "as-is, where-is" basis

1. Except for the Capital Gains Tax, the Winning Bidder shall pay for all the taxes, duties, fees and other impositions as may be levied under the Applicable Law or which may be due on the property during the duration of the installment sale and in the transfer of the Transfer Certificate of Title.
2. Interested Bidders may secure Terms of Reference (TOR) for the subject bidding starting on December 10, 2021 from the Acquired Assets Disposal Committee (AADC) Secretariat, 7th Floor, Office of the Executive Vice President for Investments Sector, SSS Building, East Avenue, Diliman, Quezon City for a non-refundable fee of **FIVE THOUSAND PESOS (P5,000.00)**, payable to the SSS in cash or manager's check. The last day for the submission of the accomplished Eligibility Documents shall be on the date of the opening of Eligibility Documents on January 21, 2022 not later than 10:00 A.M. at the SSS Building, East Avenue, Diliman, Quezon City.
3. Bidding is open to individuals/sole proprietorship, partnerships, corporations and Joint Ventures (JV) authorized by law to acquire properties in the Philippines.
4. Copies of Transfer Certificates of Title, Lot Plan and any information on the properties for bidding may be secured from the ROPA and Acquired Assets Department, 5th Floor, SSS Building, East Avenue, Diliman, Quezon City.

5. A pre-bid conference among the interested bidders relative this sale is set on January 10, 2022 at 10:00 A.M., at the **R.M. Hall, 2nd Floor, SSS Building, East Avenue, Diliman, Quezon City**. The objective of the conference is to discuss the Property, the TOR and other possible questions from the prospective bidders.
6. A copy of the TOR may likewise be viewed in the SSS website (www.sss.gov.ph).
7. Opening of Bid proposal is on January 28, 2022 at 10:00 A.M., **SSS SSS Building, East Avenue, Diliman, Quezon City**.
8. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in this process, nor does SSS and/or its AADC guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the bid most advantageous to the agency.

For further information, please refer to:

The Secretariat

Acquired Assets Disposal Committee

7th Floor, Office of the Executive Vice President for Investments Sector
SSS Main Building, East Avenue
Diliman, Quezon City

Tel # (02) 8709-7198 local 5181, 6084 and 6114

Email – aadc@sss.gov.ph

**THE CHAIRMAN
ACQUIRED ASSETS DISPOSAL COMMITTEE**

ANNEX "B"
LIST OF PROPERTIES



ANNEX "B"

LIST OF SSS PROPERTIES

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
<i>I. CATTLEYA CONDOMINIUM</i>				
1	130	PT-34546	44.820	1,250,000
<i>II. A. PIONEER MADISON HIGHLANDS – Residential</i>				
1	2508	13819	117.530	7,950,000
2	207/B3	13863	12.500	900,000
			130.030	8,850,000
3	3207	13820	133.450	9,000,000
4	208/B3	13864	12.500	900,000
			145.950	9,900,000
5	3307	13821	133.450	9,000,000
6	209/B3	13865	12.500	900,000
			145.950	9,900,000
7	3407	13823	133.450	9,000,000
8	211/B3	13867	12.500	900,000
			145.950	9,900,000
9	3504	13824	94.840	6,400,000
10	209/B4	13838	12.500	900,000
			107.340	7,300,000
11	3506	13825	103.340	7,000,000
12	210/B4	13839	12.500	900,000
			115.840	7,900,000
13	3507	13826	133.450	9,000,000
14	212/B3	13868	12.500	900,000
			145.950	9,900,000
15	3604	13828	94.840	6,400,000
16	211/B4	13840	12.500	900,000
			107.340	7,300,000
17	3704	13831	94.840	6,400,000
18	212/B4	13841	12.500	900,000
			107.340	7,300,000
19	3706	13832	103.340	7,000,000
20	213/B4	13842	12.500	900,000
			115.840	7,900,000
21	3904	13834	94.840	6,400,000
22	214/B4	13843	12.500	900,000
			107.340	7,300,000
	<i>Sub-total</i>		1,374.870	93,450,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
II.B. PIONEER WEST HIGHLANDS –Residential				
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24	155/B3	13845	12.500	900,000
			135.400	8,700,000
25	2011	13798	134.830	9,100,000
26	156/B3	13846	12.500	900,000
			147.330	10,000,000
27	2211	13799	134.830	9,100,000
28	157/B3	13847	12.500	900,000
			147.330	10,000,000
29	2306	13800	122.900	8,300,000
30	158/B3	13848	12.500	900,000
			135.400	9,200,000
31	2311	13801	134.830	9,100,000
32	159/B3	13849	12.500	900,000
			147.330	10,000,000
33	2411	13802	134.830	9,100,000
34	160/B3	13850	12.500	900,000
			147.330	10,000,000
35	2506	13803	122.900	8,300,000
36	161/B3	13851	12.500	900,000
			135.400	9,200,000
37	2706	13806	122.900	8,300,000
38	164/B3	13854	12.500	900,000
			135.400	9,200,000
39	2811	13807	134.830	9,100,000
40	165/B3	13855	12.500	900,000
			147.330	10,000,000
41	2911	13808	134.830	9,100,000
42	166/B3	13856	12.500	900,000
			147.330	10,000,000
43	3009	13809	134.830	9,100,000
44	167/B3	13857	12.500	900,000
			147.330	10,000,000
45	3109	13810	134.830	9,100,000
46	168/B3	13858	12.500	900,000
			147.330	10,000,000
47	3601	13812	226.850	15,300,000
48	170/B3	13860	12.500	900,000
			239.350	16,200,000
49	3704	13814	200.270	13,500,000
50	172/B3	13862	12.500	900,000
			212.770	14,400,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
51	3801	13815	384.180	25,900,000
52	256/B3	13874	12.500	900,000
			396.680	26,800,000
53	3803	13817	340.160	22,900,000
54	258/B3	13876	12.500	900,000
			352.660	23,800,000
55	3804	13818	436.560	29,400,000
56	B3/178-A	18845	12.500	900,000
			449.060	30,300,000
	Sub-total		3,370.760	227,800,000
II. C. PIONEER CORPORATE CENTER –Office				
57	605	14285	90.200	7,100,000
58	114/B1	14299	12.500	900,000
			102.700	8,000,000
59	606	14286	102.460	8,050,000
60	152/B1	14306	12.500	900,000
			114.960	8,950,000
61	607	14287	133.110	10,450,000
62	127/B1	14302	12.500	900,000
			145.610	11,350,000
63	609	14289	147.540	11,600,000
64	120/B1	14308	12.500	900,000
			160.040	12,500,000
65	610	14290	102.940	8,100,000
66	151/B1	14305	12.500	900,000
			115.440	9,000,000
67	617	14293	71.660	5,450,000
68	167/B1	14298	12.500	900,000
			84.160	6,350,000
	Sub-total		722.910	56,150,000
II. D. GLOBE TELECOM PLAZA –Office				
69	614	13791	119.750	9,400,000
70	021/B1	13880	12.500	900,000
			132.250	10,300,000
71	619	13793	108.950	8,550,000
72	014/B2	13878	12.500	900,000
			121.450	9,450,000
73	814	14280	119.750	9,400,000
74	136/B2	14296	12.500	900,000
			132.250	10,300,000
75	815	13792	123.160	9,650,000
76	113/B2	13879	12.500	900,000
			135.660	10,550,000

NO.	UNIT/PS NO.	CCT NO.	AREA (SQ.M.)	MINIMUM BID PRICE (MBP)
77	819	14281	108.950	8,550,000
78	037/B2	14294	12.500	900,000
			121.450	9,450,000
			643.060	50,050,000
	Sub-total		6,111.600	427,450,000
III. PRYCE CENTER MAKATI – Residential				
1	503	69326	107.940	7,750,000
	2		12.500	
			120.440	
2	901	69327	110.095	7,850,000
	13		12.500	
			120.595	
3	902	69328	73.310	5,550,000
	14		12.500	
			85.810	
4	903	69329	107.940	7,750,000
	6		12.500	
			120.440	
5	1002	69335	73.310	5,550,000
	10		12.500	
			85.810	
6	1003	69336	107.940	7,750,000
	11		12.500	
			120.440	
7	1004	69337	123.860	8,750,000
	12		12.50	
			136.360	
8	1005	69338	89.260	6,550,000
	3		12.500	
			101.760	
	Total		893.655	57,500,000
IV. RENAISSANCE TOWER – Residential				
1	PH04	PT - 30683	384.660	31,950,000
	PS G 6 & 7		25.000	1,600,000
	Total		409.660	33,550,000
	Grand-Total		9,899.525	519,750,000

ANNEX “C”

Copy of Transfer Certificate of Titles and Tax Declarations

Note: Shall be provided with the buyer upon request with the SSS

ANNEX "D"

Sample Amortization Schedule



ANNEX "D"

Sample Amortization Schedule

TERM:	10 years	RATE:	9%	MONTHLY AMORT.:	12,667.58
No. of		Principal		Total Amount Due	Outstanding
<u>Mos.</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal</u>	<u>Due</u>	<u>Balance</u>
					1,000,000.00
1	7,500.00	5,167.58	5,167.58	12,667.58	994,832.42
2	7,461.24	5,206.34	5,206.34	12,667.58	989,626.08
3	7,422.20	5,245.38	5,245.38	12,667.58	984,380.70
4	7,382.86	5,284.72	5,284.72	12,667.58	979,095.97
5	7,343.22	5,324.36	5,324.36	12,667.58	973,771.61
6	7,303.29	5,364.29	5,364.29	12,667.58	968,407.32
7	7,263.05	5,404.53	5,404.53	12,667.58	963,002.80
8	7,222.52	5,445.06	5,445.06	12,667.58	957,557.74
9	7,181.68	5,485.90	5,485.90	12,667.58	952,071.84
10	7,140.54	5,527.04	5,527.04	12,667.58	946,544.80
11	7,099.09	5,568.49	5,568.49	12,667.58	940,976.30
12	7,057.32	5,610.26	5,610.26	12,667.58	935,366.05
13	7,015.25	5,652.33	5,652.33	12,667.58	929,713.71
14	6,972.85	5,694.73	5,694.73	12,667.58	924,018.99
15	6,930.14	5,737.44	5,737.44	12,667.58	918,281.55
16	6,887.11	5,780.47	5,780.47	12,667.58	912,501.08
17	6,843.76	5,823.82	5,823.82	12,667.58	906,677.26
18	6,800.08	5,867.50	5,867.50	12,667.58	900,809.76
19	6,756.07	5,911.51	5,911.51	12,667.58	894,898.25
20	6,711.74	5,955.84	5,955.84	12,667.58	888,942.41

21	6,667.07	6,000.51	12,667.58	882,941.89
22	6,622.06	6,045.52	12,667.58	876,896.38
23	6,576.72	6,090.86	12,667.58	870,805.52
24	6,531.04	6,136.54	12,667.58	864,668.98
25	6,485.02	6,182.56	12,667.58	858,486.42
26	6,438.65	6,228.93	12,667.58	852,257.49
27	6,391.93	6,275.65	12,667.58	845,981.84
28	6,344.86	6,322.72	12,667.58	839,659.12
29	6,297.44	6,370.14	12,667.58	833,288.99
30	6,249.67	6,417.91	12,667.58	826,871.07
31	6,201.53	6,466.05	12,667.58	820,405.03
32	6,153.04	6,514.54	12,667.58	813,890.49
33	6,104.18	6,563.40	12,667.58	807,327.08
34	6,054.95	6,612.63	12,667.58	800,714.46
35	6,005.36	6,662.22	12,667.58	794,052.24
36	5,955.39	6,712.19	12,667.58	787,340.05
37	5,905.05	6,762.53	12,667.58	780,577.52
38	5,854.33	6,813.25	12,667.58	773,764.27
39	5,803.23	6,864.35	12,667.58	766,899.92
40	5,751.75	6,915.83	12,667.58	759,984.09
41	5,699.88	6,967.70	12,667.58	753,016.39
42	5,647.62	7,019.96	12,667.58	745,996.43
43	5,594.97	7,072.61	12,667.58	738,923.83
44	5,541.93	7,125.65	12,667.58	731,798.18
45	5,488.49	7,179.09	12,667.58	724,619.08
46	5,434.64	7,232.94	12,667.58	717,386.15
47	5,380.40	7,287.18	12,667.58	710,098.96



48	5,325.74	7,341.84	12,667.58	702,757.12
49	5,270.68	7,396.90	12,667.58	695,360.22
50	5,215.20	7,452.38	12,667.58	687,907.84
51	5,159.31	7,508.27	12,667.58	680,399.57
52	5,103.00	7,564.58	12,667.58	672,834.99
53	5,046.26	7,621.32	12,667.58	665,213.67
54	4,989.10	7,678.48	12,667.58	657,535.19
55	4,931.51	7,736.07	12,667.58	649,799.13
56	4,873.49	7,794.09	12,667.58	642,005.04
57	4,815.04	7,852.54	12,667.58	634,152.50
58	4,756.14	7,911.44	12,667.58	626,241.06
59	4,696.81	7,970.77	12,667.58	618,270.29
60	4,637.03	8,030.55	12,667.58	610,239.74
61	4,576.80	8,090.78	12,667.58	602,148.96
62	4,516.12	8,151.46	12,667.58	593,997.49
63	4,454.98	8,212.60	12,667.58	585,784.89
64	4,393.39	8,274.19	12,667.58	577,510.70
65	4,331.33	8,336.25	12,667.58	569,174.45
66	4,268.81	8,398.77	12,667.58	560,775.68
67	4,205.82	8,461.76	12,667.58	552,313.92
68	4,142.35	8,525.23	12,667.58	543,788.69
69	4,078.42	8,589.16	12,667.58	535,199.53
70	4,014.00	8,653.58	12,667.58	526,545.94
71	3,949.09	8,718.49	12,667.58	517,827.46
72	3,883.71	8,783.87	12,667.58	509,043.58
73	3,817.83	8,849.75	12,667.58	500,193.83
74	3,751.45	8,916.13	12,667.58	491,277.71
75	3,684.58	8,983.00	12,667.58	482,294.71



76	3,617.21	9,050.37	12,667.58	473,244.34
77	3,549.33	9,118.25	12,667.58	464,126.09
78	3,480.95	9,186.63	12,667.58	454,939.46
79	3,412.05	9,255.53	12,667.58	445,683.92
80	3,342.63	9,324.95	12,667.58	436,358.97
81	3,272.69	9,394.89	12,667.58	426,964.08
82	3,202.23	9,465.35	12,667.58	417,498.73
83	3,131.24	9,536.34	12,667.58	407,962.40
84	3,059.72	9,607.86	12,667.58	398,354.53
85	2,987.66	9,679.92	12,667.58	388,674.61
86	2,915.06	9,752.52	12,667.58	378,922.09
87	2,841.92	9,825.66	12,667.58	369,096.43
88	2,768.22	9,899.36	12,667.58	359,197.07
89	2,693.98	9,973.60	12,667.58	349,223.47
90	2,619.18	10,048.40	12,667.58	339,175.06
91	2,543.81	10,123.77	12,667.58	329,051.30
92	2,467.88	10,199.70	12,667.58	318,851.60
93	2,391.39	10,276.19	12,667.58	308,575.41
94	2,314.32	10,353.26	12,667.58	298,222.14
95	2,236.67	10,430.91	12,667.58	287,791.23
96	2,158.43	10,509.15	12,667.58	277,282.09
97	2,079.62	10,587.96	12,667.58	266,694.12
98	2,000.21	10,667.37	12,667.58	256,026.75
99	1,920.20	10,747.38	12,667.58	245,279.37
100	1,839.60	10,827.98	12,667.58	234,451.38
101	1,758.39	10,909.19	12,667.58	223,542.19
102	1,676.57	10,991.01	12,667.58	212,551.17
103	1,594.13	11,073.45	12,667.58	201,477.73
104	1,511.08	11,156.50	12,667.58	190,321.23



105	1,427.41	11,240.17	12,667.58	179,081.06
106	1,343.11	11,324.47	12,667.58	167,756.59
107	1,258.17	11,409.41	12,667.58	156,347.18
108	1,172.60	11,494.98	12,667.58	144,852.21
109	1,086.39	11,581.19	12,667.58	133,271.02
110	999.53	11,668.05	12,667.58	121,602.97
111	912.02	11,755.56	12,667.58	109,847.41
112	823.86	11,843.72	12,667.58	98,003.69
113	735.03	11,932.55	12,667.58	86,071.14
114	645.53	12,022.05	12,667.58	74,049.09
115	555.37	12,112.21	12,667.58	61,936.88
116	464.53	12,203.05	12,667.58	49,733.82
117	373.00	12,294.58	12,667.58	37,439.25
118	280.79	12,386.79	12,667.58	25,052.46
119	187.89	12,479.69	12,667.58	12,572.78
120	94.30	12,573.28	12,667.58	(0.51)
TOTAL	520,109.09	1,000,000.51	1,520,109.60	

ANNEX “E”

Checklist of Eligibility Documents

ANNEX "E"

CHECKLIST OF ELIGIBILITY DOCUMENTS

Documents to be contained in the First Envelope		Remarks	
For individuals	1	Duly accomplished Eligibility Statement	
	2	Buyer's Information Sheet	
	3	Copies of two (2) valid government issued IDs	
	4	Certificate of Employment and Compensation, if employed	
	5	Proof of source of funds (if unemployed)	
	6	Certified True Copy of Latest Income Tax Return (ITR)	
	7	Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Bidder is known to them, banking with them and is in good financial and credit standing	
	8	Letter authorizing the SSS representative/s to verify the validity of all the documents submitted	
	9	Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements is original / authentic copy of the original, and that all statements and information provided therein are true and correct	
	10	Waiver of Rights to seek legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder / Buyer	
For Sole Proprietorship	1	Duly accomplished Eligibility Statement	
	2	Certified True copy of DTI Registration and Business Profile	
	3	Certified True Copy of Latest Audited Financial Statement	
	4	Certified True Copy of Latest Income/Business Tax Return (I/BTR) and Tax Clearance	
	5	Certified True Copy of Mayor's/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located	
	6	Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Bidder is known to them, banking with them and is in good financial and credit standing	
	7	Letter authorizing the SSS representative/s to verify the validity of all the documents submitted	
	8	Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements is original / authentic copy of the original, and that all statements and information provided therein are true and correct	

Documents to be contained in the First Envelope		Remarks
9	Waiver of Rights to seek legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder / Buyer	

Documents to be contained in the First Envelope		Remarks	
For Partnership/Corporation/Joint Venture/Consortium	1	Duly accomplished Eligibility Statement	
	2	Certified True Copy of SEC Registration and Company Profile of the Bidder; or in case of a foreign entity, at least 60% Filipino owned and licensed to do business in the Philippines	
	3	Certified True Copy of Articles of Incorporation/Partnership, By-Laws of the Bidder as amended, if any	
	4	Certified True Copy of Mayor's/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located	
	5	Certified True Copy of Latest Audited Financial Statement	
	6	Certified True Copy of Income/Business Tax Returns and Tax Clearance issued by the Bureau of Internal Revenue (BIR)	
	7	Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Buyer is known to them, banking with them and is in good financial and credit standing	
	8	Board Resolution duly certified by the Bidder's Corporate Secretary expressly authorizing the Bidder's/Corporation's participation in the bidding process, nominating, appointing and authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto	
	9	If a JV or Consortium, the Bidder (including all its JV/Consortium members) shall submit a copy of the duly notarized JV Agreement / Memorandum of Agreement (MOA) / Understanding (MOU) which: <ul style="list-style-type: none"> a Briefly describes the JV Consortium, the individual members of the JV/Consortium and the extent of the participation of each member; b Identifies the lead member of the JV/Consortium who is authorized by all the members to represent and sign any and all documents related to this process, receive notices/instructions and to make payments for and on behalf of the JV/Consortium; and c Provides that the members shall be jointly and severally liable for the obligations of the bidder under the award/contract 	
	10	Letter authorizing the SSS representative/s to verify the validity of all the documents submitted	
	11	Waiver of Rights to seek legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and	

Documents to be contained in the First Envelope		Remarks
	executing a contract with the Winning Bidder / Buyer	
12	A declaration of any legal or other impediments which may affect the Bidder's (and its JV or Consortium members) ability to participate in the bidding or a certification to be submitted by the Bidder (and its JV or Consortium members) stating the absence of such legal impediments	
13	Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements is original / authentic copy of the original, and that all statements and information provided therein are true and correct	

Documents to be contained in the First Envelope		Remarks	
For Foreigners	1	Duly accomplished Eligibility Statement	
	2	Passport	
	3	Certificate of employment or Proof of Income	
	4	Latest Income Tax Return (ITR)	
	5	Certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating that the Buyer is known to them, banking with them and is in good financial and credit standing	
	6	Certification from the Condominium Corporation stating the percentage of ownership of foreigners in the condominium building (shall not exceed 40% of the total condominium units within the building)	

Documents to be contained in the First Envelope		Remarks	
For Government Corp./Entities	1	Duly accomplished Eligibility Statement	
	2	Board Resolution duly certified by the Bidder's Corporate Secretary expressly authorizing the Bidder's/Corporation's participation in the bidding process, nominating, appointing and authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto	
	3	Certified True Copy of Charter or applicable law on the creation of the entity	
	4	Bank Certification or any proof of funds availability.	

Documents to be contained in the Second Envelope		Remarks	
For all Bidders	1	Bid Proposal	
	2	Bid Deposit	

ANNEX “F”

Pro-Forma Eligibility Statement



ANNEX "F"

REPUBLIC OF THE PHILIPPINES
CITY OF _____) s.s.

ELIGIBILITY STATEMENT

I, _____, of legal age, (nationality), with office address at _____, under oath, hereby depose and say THAT:

1. The (Name of Company) (Bidder) is interested in the bidding of

Unit/PS/Lot/s No. _____

Block No. _____

Location _____

2. I am the (Designation) of the Bidder, duly authorized to make this Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Bidder's Company profile is hereto attached;
4. The bidder, its parent company, or subsidiaries, has not been previously declared in default of its financial or other obligations by or against SSS or any of its subsidiaries;
5. The Bidder has no pending or unpaid tax liabilities in the Philippines;
6. The Bidder accepts the Terms of Reference, qualification criteria and the terms and conditions set by SSS;
7. The Bidder, if awarded the sale of the property/ies, commits to comply: (1) with the terms and conditions of the sale through public bidding; and (2) the terms and conditions of the Deed of Absolute Sale/Deed of Conditional Sale;
8. The Bidder commits to abide by the decision of the SSS-AADC, waives its right to seek legal remedies against SSS officers and employees, consultant, SSS-AADC and its Secretariat free and harmless from any liability, cost, and expenses, suit or allegation arising from its participation in this bidding process;

All information in this statement, including attachments and enclosures thereof, are true and correct. Any falsity, error, or misrepresentation shall constitute ground for disqualification from this bidding or revocation of award as determined by SSS;

9. The Bidder, its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any of SSS officers and employees, consultant, SSS-AADC and its Secretariat on matters concerning the bidding from the date of submission of their bids up to the conclusion of the bidding process, except for clarifications on proposal which must be in writing and addressed to the SSS-AADC through its Chairman.

The Bidder, its Directors and Officers have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment advantage to any SSS officers and employees, consultant, SSS-AADC and its Secretariat, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act", as amended.

10. The Bidder is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (RA 9160); and
11. The Bidder authorizes SSS or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to our bid.

For this purpose, the Bidder hereby authorizes any public office, or any person or firm to furnish pertinent information deemed necessary and requested by SSS to verify statements and information provided in this statement.

IN FAITH WHEREOF, I have hereunto affixed my signature this ____ day of _____ at _____, Philippines.

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20 __, affiant exhibiting to me his competent evidence identity (e.g., Passport, Driver's License, etc.) _____ issued at _____ Philippines on _____, 20 __.

Affiant

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__.

ANNEX “G”

Buyer’s Information Sheet



ANNEX "G"

ID Picture

2 x 2



SOCIAL SECURITY SYSTEM
PROPERTY AND ACQUIRED ASSETS DEPARTMENT
BUYER'S INFORMATION SHEET

(For Individual/Foreigner)

(Please complete required information, if not applicable indicate N/A)

TCT No. _____
Property _____
Location _____

BUYER'S PERSONAL DATA						
Last Name:		First Name:			Middle Name:	
Permanent Home Address: (No. Street, Subdivision, Barangay, City/Municipality)				Home Tel. No.:		
Present Home Address: (No. Street, Subdivision, Barangay, City/Municipality, Province)				Home Tel. No.:		
Date of Birth:	Place of Birth:	Age:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Civil Status: <input type="checkbox"/> Single <input type="checkbox"/> Widow/er <input type="checkbox"/> Married <input type="checkbox"/> Legally Separated		No. of Dependent/s:
Nationality:				Passport No. (if Foreigner):		
TIN:	Fax No:	Cellphone No.:		E-Mail Address:		
Government Issued ID Issued By and No.:				Date and Place Issued:		
IF EMPLOYED				IF ENGAGED IN BUSINESS		
Company/Institution:				Business or Trade Name:		
Company Address:				Nature of Business:		
Telephone No.:				Business Address:		
Gross Monthly Income:				Net Income for the Immediately Preceding Year:		
Other Source of Family Income: Source / Nature			Amount per Year	References Name		Contact No.
_____			_____	_____		_____
_____			_____	_____		_____

SPOUSE'S PERSONAL DATA					
Last Name:		First Name:		Middle Name:	Date of Birth:
Citizenship:		Age:	TIN:	Cellphone No.:	E-mail Address:
Company/Employer/Business Name (if self-employed)			Company/Employer/Business Address:		Office Landline:
EXISTING LOAN ACCOUNTS/OUTSTANDING CREDITS (Please use a separate sheet, if necessary)					
Type of Loan:		Bank/Financial Institution/Creditor & Address:			
Original Amount:	Monthly Payment:		Outstanding Balance:	Maturity Date:	
OTHER ASSETS (Please use a separate sheet, if necessary)		CREDIT HISTORY			
Type of Property/Investment: (e.g., house, car)		Do you have an existing loan with other banks, financial institutions or government agencies such as Pag-IBIG, GSIS or SSS? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please give details and submit proof of last amortization payment.</i> Are there cases, past or pending, civil or criminal, filed against you involving non-payment of obligations or mishandling or issuance of bouncing checks? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please state the nature and status of the case</i>			
Location/Description:					
Estimated Value:					
CERTIFICATION					
<p>I hereby CERTIFY that: (a) I am not related to the Head or any of the staff of the ROPA and Acquired Assets Department (ROPAAAD), or any of the members of the Acquired Assets Disposal Committee (AADC), the Technical Working Group, the AADC Secretariat, or of the members of the SSC by consanguinity or affinity up to the third civil degree. (b) I 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 my application to purchase ROPAs.</p> <p>I further CERTIFY that the above statements as well as all the information contained herein are true, correct and complete to the best of my knowledge and belief and hereby agree that any misrepresentation or non-disclosure of a material fact shall be a ground for the disapproval of my offer. I agree to notify the ROPAAAD of any change in my personal circumstances and/or any material change in the data stated herein. I likewise authorize the ROPAAAD to undertake whatever investigation or verification to check the validity or information contained herein.</p> <p>Lastly, I understand that it may be a criminal offense punishable by fine or imprisonment, or both, to knowingly make untruthful statements or related falsehoods upon any material matter concerning any of the above statements under the criminal laws of the Philippines.</p>					
_____		_____			
Date		Signature Over Printed Name			
DOCUMENTARY REQUIREMENTS					
Put a check mark on the items submitted: <input type="checkbox"/> Duly Accomplished Eligibility Statement Form <input type="checkbox"/> Buyer's Information Sheet <input type="checkbox"/> Married Certificate, if married (PSA copy) <input type="checkbox"/> Photocopies of two (2) valid government issued ID; passport for foreigners <input type="checkbox"/> Original copy of the Certificate of Employment with Compensation (COE), if employed or/Certificate Under Oath of Proof of Source of Income/Funds, if unemployed; <input type="checkbox"/> Original copy of Certificate from at least one (1) savings/commercial/universal, legally operating in the Philippines, stating the Bidder is known to them and is in good financial and credit standing; <input type="checkbox"/> Original copy of Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements are original/authentic copy of the original and all statements and information provided therein are true and correct; <input type="checkbox"/> Certified True copy: <input type="checkbox"/> Latest Income Tax Return (ITR); <input type="checkbox"/> Tax Clearance; and <input type="checkbox"/> Tax Identification Number (TIN) <input type="checkbox"/> Letter authorizing the SSS representative/s to verify the validity of all the documents submitted; <input type="checkbox"/> Waiver of Rights to seek legal remedies (e.g., Temporary Restraining Order (TRO), lawsuits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder/Buyer; and <input type="checkbox"/> Other Documentary Requirement: <input type="checkbox"/> a. If buyer is the current occupant of the unit to be purchased, submit proof of updated rental payment. If the buyer is an OFW, submit a valid employment contract or certificate of employment (COE), proof of remittance or any supporting documents issued by employer stating monthly income, with					

all the deductions, if any; ***(indicate the submitted document)***
() b. Special Power of Attorney (SPA) executed by the offeror if represented by another individual.

TO BE FILLED UP BY THE SSS

Reviewed By:

Date Interviewed:

Comments:



ID Picture

2 x 2



SOCIAL SECURITY SYSTEM
ROPA AND ACQUIRED ASSETS DEPARTMENT
BUYER'S INFORMATION SHEET
(For SOLE PROPRIETORSHIP/ PARTNERSHIP
/CORPORATION/JV CONSORTIUM/GOVERNMENT CORPORATE
ENTITIES)

(Please complete required information, if not applicable indicate N/A)

TCT No. _____
Property _____
Location _____

COMPANY/BUSINESS DATA

Company/Government Agency:			
Office Address:			
Telephone No:	Fax No:	Website:	E-mail Address:
Date Registered with SEC/DTI:	Nature of Business:	Length of Business:	
Country of Incorporation:	% of Filipino Ownership:	Company TIN & SSS No.:	
Authorized Person:		Position:	
Home Address:			
Telephone No.:	Cellphone No.:	Office Telephone No.:	
Department/Unit:		Length of Service:	
Valid Gov't. ID/No.:		Date and Place Issued:	

MANAGEMENT OFFICIALS

KEY OFFICERS	POSITION	Contact No.	E-mail Address

EXISTING LOAN ACCOUNTS/OUTSTANDING CREDITS

Type of Loan:	Bank/Financial Institution/Creditor and Address:		
Original Amount:	Monthly Payment:	Outstanding Balance:	Maturity Date:

OTHER ASSETS <i>(Please use a separate sheet, if necessary)</i>	CREDIT HISTORY <i>(Please use a separate sheet, if necessary)</i>
---	---

Type of Property/ Investment:	Does the corporation/partnership have an existing loan with other banks or other financial institutions? <input type="checkbox"/> Yes <input type="checkbox"/> No. <i>If yes, please give details and submit proof of last amortization payment</i>
Location/Description:	
Estimate Value:	
Is the abovementioned property used as a security for a loan? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please give details</i>	
Are there cases, past or pending filed against the corporation/partnership involving non-payment of obligations or mishandling of issuance of bouncing checks Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please state the nature and status of the case:	

CERTIFICATION

I hereby CERTIFY that:

If a sole proprietorship: (a) I am not related to the Head or any of the staff of the ROPA and Acquired Assets Department (ROPAAAD), or any of the members of the AADC, the Technical Working Group, the AADC Secretariat, or any of the SSC Members of the Social Security System (SSS) by consanguinity or affinity up to the third civil degree; (b) I 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 my application to purchase a ROPA's-acquired property.

If a partnership or corporation or joint venture or government corporate entity: (a) None of the officers, directors, controlling stockholders and members of (Name of Partnership or Corporation or Joint Venture or Government Entity) is related to the Head or any of the staff of the ROPA and Acquired Assets Department (ROPAAAD), or any of the members of the AADC, the Technical Working Group, the AADC Secretariat, or of the SSC Members of the Social Security System (SSS) by consanguinity or affinity up to the third civil degree.

I further CERTIFY that the above statements as well as all the information contained herein are true, correct and complete to the best of my knowledge and belief and hereby agree that any misrepresentation or non-disclosure of a material fact shall be a ground for the disapproval of my offer. I agree to notify the ROPAAAD of any change in my personal circumstances and/or any material change in the data stated herein. I likewise authorize the ROPAAAD to undertake whatever investigation or verification to check the validity or information contained herein.

Lastly, I understand that it may be a criminal offense punishable by fine or imprisonment, or both, to knowingly make untruthful statements or related falsehoods upon any material matter concerning any of the above statements under the criminal laws of the Philippines.

_____ Date

_____ Signature Over Printed Name

_____ Date

_____ Signature Over Printed Name

DOCUMENTARY REQUIREMENTS

Put a check mark on the items submitted:

- Duly Accomplished Eligibility Statement Form;
- Buyer's Information Sheet;
- Photocopies of two (2) valid government issued ID of authorized representative;
- Original copy of the Certificate of Employment with Compensation (COE), if employed or/Certificate Under Oath of Proof of Source of Income/Funds, if unemployed;
- Original copy of Certificate from at least one (1) savings/commercial/universal, legally operating in the Philippines, stating the Bidder is known to them and is in good financial and credit standing;
- Original copy of Certification under oath of the Bidder that all documents submitted in satisfaction of the eligibility requirements are original/authentic copy of the original and all statements and information provided therein are true and correct;
- Certified True copy:
 - a. Latest Income Tax Return (ITR);
 - b. Latest Business Tax Return (BTR);
 - c. Tax Clearance;
 - d. Tax Identification Number (TIN);
 - e. Latest Audited Financial Statement (FS);
 - f. DTI Registration and Business Profile;
 - g. Articles of Incorporation/Partnership, By-Laws of the Bidder as amended, if any;
 - h. SEC Registration and Company Profile of the Bidder; or in case of a foreign entity, at least 60% Filipino owned and licensed to do business in the Philippines;
 - i. Mayor/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located;
- Photocopy of Board Resolution duly certified by the Bidder's Corporate Secretary expressly authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto;
- Copy of Charter or applicable law on the creation of the entity;
- Letter authorizing the SSS representative/s to verify the validity of all documents submitted;
- Proof of source of funds availability for the purchase;
- Waiver of Rights to seek legal remedies (e.g. Temporary Restraining Order (TRO), law suits, etc.) to prevent SSS from awarding and executing a contract with the Winning Bidder/Buyer;
- If a JV or Consortium, the Bidder (including all its JV/Consortium members) shall submit a copy of the duly notarized JV Agreement/Memorandum of Agreement (MOA/Understanding (MOU) which:
 - a. Briefly describes the JV Consortium, the individual members of the JV/Consortium and the extent of the participation of each member;
 - b. Identifies the lead member of the JV/Consortium who is authorized by all the members to represent and sign any and all documents related to this process, receive notices/instructions and to make payments for and on behalf of the JV/Consortium; and
 - c. Provides that the members shall be jointly and severally liable for the obligations of the bidder under the award/contract
- Other Documentary Requirement:
 - a. If buyer is the current occupant of the unit to be purchased, submit proof of updated rental payment. If the buyer is an OFW, submit a valid employment contract or certificate of employment (COE), proof of remittance or any supporting documents issued by employer stating monthly income, with

all the deductions, if any; <i>(indicate the submitted document)</i>	
<input type="checkbox"/> b. Special Power of Attorney (SPA) executed by the offeror if represented by another individual.	
TO BE FILLED UP BY THE SSS	
Reviewed By:	Date Interviewed:
Comments:	



ANNEX “H”

Sample Form-Waiver of Right to Seek Legal Remedies



ANNEX "H"

SAMPLE FORM – WAIVER OF RIGHT TO SEEK LEGAL REMEDIES

Date

THE CHAIRMAN

Acquired Assets Disposal Committee

Social Security System

7th Floor, Office of the Executive Vice President for Investments Sector

SSS Building, East Avenue, Diliman, Quezon City

Subject: Sale of SSS Properties Through Public Bidding

Sir:

As a duly authorized representative of [Name of Company], (hereinafter referred to as the "Company"), and in connection with the bidding of Unit/PS/Lot/s _____ Block __ located at _____ with a total land area of _____ sq. meters, the undersigned on behalf of the Company, hereby expressly and formally commits to abide by the decision of the SSS-AADC for subject Property/ies to determine the eligibility of Bidders as well as the eventual Winning Bidder among them.

Accordingly, and in accordance with the Terms of Reference (TOR) for the sale through public bidding of the property/ies, the Company hereby holds SSS free and harmless from any liability, costs and expenses, suit or allegation arising out of the Company's participation in the bidding process. This also serves as a formal waiver by the Company of any right to file any form of legal remedy or action before any court, tribunal or administrative body to prevent or restrain or prohibit SSS from continuing the public bidding proceedings related thereto and from awarding and executing a contract with the Winning Bidder as determined by the SSS-AADC.

Very truly yours,

Authorized representative (Please enclose letter of authority)

Name and Signature : _____
Title/Position : _____
Date : _____

ANNEX "I"

**Draft Contracts
Deed of Conditional Sale
Deed of Absolute Sale**



DEED OF CONDITIONAL SALE

KNOW ALL MEN BY THESE PRESENTS:

This Deed is made and executed by and between -

The SOCIAL SECURITY SYSTEM, a government owned and controlled corporation created pursuant to Republic Act No. 11199, as amended, with principal office at SSS Building, East Avenue, Quezon City, Philippines, represented herein by its _____, _____, and _____ its _____, hereinafter referred to as the VENDOR;

- and -

_____, a corporation duly organized and existing under Philippines laws, with principal office address at _____, represented herein by its _____, hereinafter referred to as the VENDEE; *(if corporation)*

_____, of legal age, Filipino and with _____ residence at _____, hereinafter referred to as the VENDEE; *(if individual)*

- W I T N E S S E T H -

WHEREAS, the VENDOR is the registered owner of vacant parcel/s of land with improvements thereon located at _____, covered by Transfer Certificate/s of Title (TCT) No/s. _____ and _____, all of the Registry of Deeds for the Province of _____ (the "PROPERTY/IES"), more particularly described as follows, to wit:

TRANSFER CERTIFICATE OF TITLE NO. _____
Registry of Deeds for the Province of _____

(technical description)

WHEREAS, the VENDOR desires to sell through public bidding the above-described PROPERTY/IES on "AS IS WHERE IS BASIS";

WHEREAS, the VENDEE has offered to buy the PROPERTY/IES and has represented and warranted himself/herself/itself as qualified to own properties under existing laws, rules and regulations and has inspected the said PROPERTY/IES, determined the conditions and verified the title/s thereto;

WHEREAS, on the basis of the above-mentioned representation and warranty by the VENDEE, the VENDOR accepted the offer of the former to buy the PROPERTY/IES on installment and pursuant to the recommendation of its Acquired Asset Disposal Committee (AADC) per its Memorandum dated _____, the PROPERTY/IES was/were awarded to the VENDEE after a bidding duly conducted for the purpose;

WHEREAS, pursuant to the Resolution issued by the Board of Directors of the VENDEE during its meeting held on _____, its _____, _____, was authorized to sign, execute and deliver this Deed for and its behalf; *(if corporation)*

WHEREAS, the acceptance of the offer and award of the PROPERTY/IES to the VENDEE by the VENDOR were approved by the Social Security Commission (SSC) pursuant to its Resolution No. _____ dated _____;

NOW, THEREFORE, for and in consideration of the purchase price of _____ PESOS (P _____), the VENDOR hereby SELLS, TRANSFERS and CONVEYS to the VENDEE, by way of Conditional Sale, the above-described PROPERTY/IES, "AS IS WHERE IS" and subject to the following terms and conditions:

1. DOWNPAYMENT – The Bid Security equivalent to _____ percent (____%) of the Bid Price or in the amount of _____ paid by the VENDEE shall be considered as the down payment for the purchase of the PROPERTY/IES.
2. MONTHLY INSTALLMENT - The VENDEE undertakes and agrees to pay the VENDOR at its office, the balance of the purchase price in the amount of _____ PESOS (P _____), within _____ (____) years, with interest rate of nine percent (9%), per annum until fully paid, without need of notice or demand, and said payment to be made in _____ (____) Equal Monthly Installment of _____ PESOS (P _____) to be paid commencing on the first seven (7) working days of (state month and year) and every month thereafter until the entire obligation shall have been fully paid.
 - 2.1. The VENDEE may pay in full whatever is due under this Deed at any time before the expiration of the above stipulated period, in which event,

the VENDEE shall be entitled to interest rebate or reimbursement of whatever interest payment they may have made in excess of what is legally due by reason of the accelerated payment.

2.2. Upon execution of this Deed the VENDEE shall issue Twelve (12) Postdated Checks for each of the first Twelve (12) Equal Monthly Installments. Upon the expiration of the first Twelve (12)-month period covered by the first set of Postdated Checks, the VENDEE shall issue another set of Twelve (12) Postdated Checks. This provision shall apply until the full payment of the balance of the Purchase Price.

3. DEFAULT - In case of default in the payment of the monthly installment, the VENDOR shall send a Collection Notice to the VENDEE fifteen (15) working days after the applicable month of delay and every fifteen (15) working days thereafter up to three (3) notices. The third (3rd) notice shall serve as Ejectment Notice.

3.1. If the VENDEE still fails to pay the outstanding obligations after the third notice, the VENDOR shall:

- a. Cancel this Deed; and
- b. Cut-off utilities two (2) working days after service of the Ejectment Notice

3.2. The VENDOR may accept partial payments, if any, of the total amount due which shall be applied first to the penalties referred to in paragraph 4 hereof, then to the interest, if any, and finally to the principal obligations. However, acceptance of partial payments shall not deter the VENDOR from issuing the 3rd notice.

3.3. The appropriate legal action/s shall be filed by the VENDOR under the following:

- a. VENDEE refuses to vacate the premises after receipt of Ejectment Notice; or
- b. VENDEE vacated the PROPERTY/IES without paying the outstanding obligations to the VENDOR

4. PENALTY - In case of delay in the payment of the Monthly Installment or any amount due from the VENDEE under this Deed, the VENDEE shall pay the VENDOR a Penalty in the amount equivalent to two percent (2%) of the amount due, per month, computed from the date of delinquency, without prejudice to the right of the VENDOR to terminate, annul or cancel this Deed as provided in paragraph 3 hereof.

5. MAINTENANCE OF PROPERTY/IES – The VENDEE shall keep the PROPERTY/IES in good condition and order during the term of this Deed. In case the VENDEE fails to perform this obligation, the VENDOR, upon proper notice, may enter the PROPERTY/IES at any reasonable hours of the day to effect this provision at its own expense, subject however, to reimbursement by the VENDEE.
3. NON-WAIVER - The continued exercise of any power, privileges or right granted or exercised by the VENDEE, despite violation of any of the terms and conditions of this Deed on the part of the VENDEE, shall in no case be interpreted as a waiver by the VENDOR of any of its rights herein provided, much less, shall it be considered as a waiver of its rights on subsequent violations on the part of the VENDEE. VENDEE's rights under this Deed may not be assigned without the prior written consent of the VENDOR.
4. TAXES, FEES AND DUES - The VENDEE shall pay all the taxes, duties, fees and other impositions that will be levied under the applicable law or which will be due on the PROPERTY/IES, including the Association and similar dues, if any, during the term of this Deed.
5. TRANSFER OF OWNERSHIP - Titles to the PROPERTY/IES remain with the VENDOR and shall pass to, and be transferred in the name of the VENDEE only upon the execution of a Deed of Absolute Sale by the VENDOR in favor of the VENDEE.

Except for the Capital Gains Tax to which the VENDOR is exempted from payment under and pursuant to Section 16 of R.A. 11199, as amended, all other taxes and fees necessary for the transfer of the title of the PROPERTY/IES from the VENDOR to the VENDEE shall be for the sole account of the VENDEE.

9. EXECUTION OF A DEED OF ABSOLUTE SALE - Upon the full payment by the VENDEE of the Purchase Price of the PROPERTY/IES, together with all the interest thereon, taxes and other charges and upon faithful compliance with all the conditions of this Deed, the VENDOR, in final fulfillment of its obligation under this Deed, shall execute a Deed of Absolute Sale of the PROPERTY/IES in favor of the VENDEE.
10. The VENDOR and the VENDEE shall be responsible for the ratification of their respective execution of this Deed before a Notary Public.

IN WITNESS WHEREOF, the Parties have hereto affixed their signature on this _____ day of _____ 20__ in _____, Philippines.

SOCIAL SECURITY SYSTEM
Vendor

By:

Vendee

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public, for and in _____, this _____ day of _____ 20__, at _____, personally appeared the following:

	Valid ID	Place /Date Issued
(representatives of the VENDOR)	_____	_____/_____
	_____	_____/_____
	_____	_____/_____
	_____	_____/_____

known to me, and to me known to be the same persons who executed the foregoing Deed and who acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities which they represent in this instance.

This Deed, consisting of ___ () pages, signed by the parties, their representatives and instrumental witnesses on each and every page hereof, refers to a Deed of Conditional Sale of _____ () parcel/s of land located at _____.

WITNESS MY HAND AND OFFICIAL SEAL on the date and place first above-written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public, for and in _____, this _____ day of _____ 20__, at _____, personally appeared the following:

	Valid ID and CTC Nos.	Place /Date Issued
(name/s of the VENDEE)	_____	_____/_____
	_____	_____/_____

known to me, and to me known to be the same person/s who executed the foregoing Deed and who acknowledged to me that the same is his/her/their free and voluntary act.

This Deed, consisting of ___ () pages, signed by the parties, their representatives and instrumental witnesses on each and every page hereof, refers to a Deed of Conditional Sale of _____ () parcel/s of land located at _____.

WITNESS MY HAND AND OFFICIAL SEAL on the date and place first above-written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Absolute Sale (DEED) is made and executed by and between -

The SOCIAL SECURITY SYSTEM, a government owned and controlled corporation created pursuant to the provisions of Republic Act No. 11199, with principal office address at the SSS Building, East Avenue, Diliman, Quezon City, Philippines, represented herein by (Name of 1st Signatory), (Designation/Position/Office), and (Name of 2nd Signatory), (Designation/Position/Office), pursuant to Secretary's Certificate dated _____ (Annex " _"), hereinafter referred to as the VENDOR;

- and -

_____, a corporation duly organized and existing under Philippines laws, with principal office address at _____, represented herein by its _____, hereinafter referred to as the VENDEE; *(if corporation)*

_____, of legal age, Filipino and with _____ residence at _____, hereinafter referred to as the VENDEE/S; *(if individual)*

- A N T E C E D E N T S -

WHEREAS, the VENDOR is the absolute owner of vacant parcel/s of land with the improvements thereon situated at _____, covered by Transfer Certificate/s of Title (TCT) No/s. _____ and _____, all of the Registry of Deeds for the Province of _____ (the "PROPERTY/IES"), which particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. _____
Registry of Deeds for the Province of _____

(technical description)

WHEREAS, on _____, the parties executed a Deed of Conditional Sale where the VENDOR sold the PROPERTY for a Purchase Price of (amount in words) (Pxxx.xx) on "AS IS WHERE IS BASIS", which sale was confirmed under SSC Resolution No. _____ dated _____, upon approval of the President and CEO, and recommended by the (Name of Proponent/Designation/Office/Department) coursed through the (Name of Next Higher Official/Designation/Office), subject to the terms and conditions stated therein.

WHEREAS, under the Deed of Conditional Sale, the parties shall execute this DEED upon VENDEE/S full payment of the Purchase Price.

WHEREAS, the VENDOR it is mutually agreed and understood between the parties that the VENDEES have inspected the said property and have full knowledge of the conditions thereof and hereby agree that the VENDOR shall not be held liable in any manner for any hidden defects of the said property.

WHEREAS, the VENDEE/S have agreed and hereby agree to renounce their rights to warranty against eviction from the property.

WHEREAS, both parties agree that this Deed of Sale shall be subject to the review and approval of the Office of the Government Corporate Counsel (OGCC). Any of its ensuing recommendations, suggestions or directives should form part of this Deed of Sale.

WHEREAS, all actions arising from this Contract shall be brought exclusively to the jurisdiction of the appropriate courts of Quezon City, waiving any other venue.

WHEREAS, pursuant to Executive Order (EO) No. 398, the VENDEE/S certify that they are free and clear of all tax liabilities to the government.

WHEREAS, the VENDEE/S agree to pay for any real estate tax that may be due, as well as all expenses to be incurred in connection with the transfer of the title of the subject property, and the failure to do so will entitle the ENDOR to suspend the conveyance of the subject property.

WHEREAS, pursuant to the Resolution issued by the Board of Directors of the VENDEE during its meeting held on _____, its _____, _____, was authorized to sign, execute and deliver this DEED or and its behalf; *(if corporation)*

ACCORDINGLY, for and in consideration of the sum of (Amount in words) (Pxxx.xx), receipt of which is hereby acknowledged by the VENDOR from the VENDEES, the VENDOR Social Security System hereby SELLS, TRANSFERS and CONVEYS unto the VENDEES the above describe parcel of land. aforesaid premises, and more specifically of the purchase price of _____ PESOS (P_____), the receipt hereof is hereby acknowledged from the VENDEE to the entire satisfaction of

the VENDOR, the latter hereby SELLS, TRANSFERS and CONVEYS unto the VENDEE/S of the above described property.

The VENDOR and the VENDEE shall be responsible for the ratification of their respective execution of this Deed before a Notary Public.

IN WITNESS WHEREOF, the Parties have hereto affixed their signature on this _____ day of _____ 20__ in _____, Philippines.

SOCIAL SECURITY SYSTEM
Vendor

By:

Name of 1st SSS Signatory stated in
the Secretary' Certificate
Department/Office

Name of 2nd SSS Signatory stated in the
Secretary' Certificate
Department/Office

Name of VENDEE

SIGNED IN THE PRESENCE OF:



REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in _____, this ____ day of _____ 20__, at _____, personally appeared:

<u>Name</u>	<u>Valid ID</u>	<u>Date/Place of Issue</u>
_____	_____	_____
_____	_____	_____

known to me, and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the SSS whom (Name of the abovenamed signatories) represent in this instance.

This instrument, consisting of ____ () pages, including this page where this acknowledgement is written, but excluding the annex(s), signed by the parties executing the same and two (2) instrumental witnesses, refers to a Deed of Absolute Sale of a (Property) in _____.

WITNESS MY HAND AND OFFICIAL SEAL on the date and place first above-written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

ANNEX “J”

Pro-Forma Bid Proposal



ANNEX "J"

BID PROPOSAL

Date

The Chairman

SSS-Acquired Assets Disposal Committee

7th Floor, Office of the Executive Vice President for Investments Sector

SSS Building, East Avenue, Diliman, Quezon City

SIR:

In connection with the sale through public bidding of Unit/PS/Lot/s __, __, __, __, __, __, __, __, __, __, __, __, Block __ with a total area of _____sq.m. located at _____, _____, our company (State the name of the Corporation/Lead Member Corporation), hereby, formally proposes a total bid price in the amount of _____ (Php _____).

Enclosed is cash/manager's check in the amount of Php _____ representing bid deposit.

We understand that, should our Company be declared the Winning Bidder, we shall, abide by the terms and conditions of the sale as follows:

For Cash Bid

To pay the balance of Php _____ within ten (10) working days from the receipt of the Deed of Absolute (DOAS).

(In case the Winning Bidder has an existing Lease Contract on the property subject of bid)

All advance payments made, if any, shall be deducted from the balance of the purchase price.

In case I/we failed to submit the full payment of the purchase price within ten (10) working days from receipt of the DOAS, the SSS shall cancel the sale and forfeit the Bid Deposit thereof.

For Installment Bid

1. To pay the balance of Php _____ within _____ years @ _____% /annum.

2. To pay the Monthly Installment through the issuance of Post-Dated Checks (PDCs) within ten (10) working days from the receipt of Deed of Conditional Sale (DCS)

(In case the Winning Bidder has an existing Lease Contract on the property subject of bid)

All advance payments made, if any, shall be applied to the balance of the purchase price.

In case I/we failed to submit the PDCs for the installment payments of the purchase price within ten (10) working days from receipt of the DCS, the SSS shall cancel the sale and forfeit the Bid Deposit thereof.

3. In case of any delay in the payment of the monthly installment:

- 3.1. I/we shall pay a penalty per month equivalent to two percent (2%) of the total amount due, computed from the date of delinquency up to actual date of payment.
- 3.2. The SSS shall cancel the DCS in case I/we fail to pay outstanding obligations after the 3rd Collection Notice.
- 3.3. I/we shall vacate the premises upon receipt of Ejectment Notice.

The undersigned, hereby, affirms that I am duly authorized by the Company to make this proposal for and on its behalf.

Submitted by:

(signature)

Printed Name of Authorized Representative

Position