



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM

TERMS OF REFERENCE
MODIFIED COMPETITIVE CHALLENGE
FOR THE LEASE OF A 184.50 SQ.M. PORTION
OF THE SSS EAST TRIANGLE PROPERTY
CURRENTLY USED FOR THE FOOTPRINT OF
AN ADVERTISEMENT BILLBOARD
LOCATED
AT EAST AVENUE cor. EDSA, DILIMAN,
QUEZON CITY



TABLE OF CONTENTS

	PROJECT RATIONALE	3
I	PROPERTY BACKGROUND	4
II	DEFINITION AND ABBREVIATION OF TERMS	4
III	ITEMS FOR CHALLENGE	7
IV	MANDATORY PURCHASE OF TERMS OF REFERENCE (TOR)	7
V	LEASE TERMS AND CONDITIONS	7
VI	<u>RIGHTS AND RESPONSIBILITIES OF THE PARTIES</u>	
	The Social Security System (SSS)	12
	The Challenger Lessee (CL)/Prospective Lessee (PL)	13
	The Original Proponent Lessee (OPL)	13
	The Winning Lessee (WL)	13
VII	<u>ELIGIBLE CL/PL</u>	14
VIII	<u>ELIGIBILITY CRITERIA</u>	
	Legal Requirements	14
	Financial Capability	14
IX	<u>MODIFIED COMPETITIVE CHALLENGE (MCC) PROCESS</u>	
	General Process Flow	14
	Detailed Process	15
	Publication of Invitation to Apply for Eligibility and Submit Superior Comparative Proposal (IAESSCP)	15
	Pre-Selection Conference	15
	Submission of Eligibility Documents and Lease Proposals with the Proposal Security (PS) and Proposal Securing Declaration (PSD)	15
	Sealing and Marking of Eligibility Documents/ Lease Proposals with PS and PSD	16
	Two-Stage Evaluation	17
	- Opening and Preliminary Examination of Eligibility Documents	17
	- Opening and Evaluation of Lease Proposals	17
	Notification to the Highest Ranked Bid (HRB)	17
	Post Qualification	17
	Right to Outbid	18
	Award on Lease of Property	18
	Execution of the Contract of Lease (COL)	18
X	<u>OTHER MATTERS</u>	
	Amendment of this TOR	18
	Requests for Written Clarification	19
	Correspondence with the Recommending Authority (RA)	19
	Forfeiture of Proposal Security	19
	Confidentiality of Eligibility Documents	19
	Protest on Decisions of the RA	19
	Resolution of Protest	20
	Non-interruption of the Selection Process	20
	Resort to Regular Courts	20
	Waiver	21
	Observance of Highest Standard of Ethics	21
	Conflict of Interests and Disclosure of Relations	21
	SSS Reserved Rights	22
XI	<u>TIMETABLE OF ACTIVITIES</u>	23
	ANNEXES	24

PROJECT RATIONALE

The Social Security System (SSS) property subject of bid is a 184.50 sq. m. portion of the SSS East Triangle property located at East Avenue corner Epifanio delos Santos Avenue (EDSA), Diliman, Quezon City. It is currently used for the footprint of an advertisement billboard.

The current lessee, DDBS Advertising Unlimited, Inc. (DDBS), has manifested its intent to renew its lease over the subject property and has satisfied all the requirements to be accorded the **Original Proponent Lessee (OPL)**. In accordance with the provisions of the Guidelines for the Lease of SSS Investment Properties (IPs) (Lease Guidelines), specifically Part VI, Item A.3, and in relation to Section 531 of the Government Accounting and Auditing Manual (GAAM), which states in part that “*except for the rental or lease of market stalls and spaces, no such contracts shall be awarded for the first time or renewed and entered into without the required public bidding*”, the SSS shall conduct the **Modified Competitive Challenge (MCC)** process whereby the agreed terms and conditions for the renewal of lease shall be subject to a challenge by the public with right accorded to the OPL to outbid the most superior bid from a prospective challenger lessee (CL).

This Terms of Reference (TOR) shall describe the MCC procedures that shall be followed in connection with the intent of the SSS to invite CL to Apply for Eligibility and to Submit Superior Comparative Proposal (AESSCP) for the lease of the subject portion of the SSS Property. This TOR shall also detail the requirements for eligibility to qualify as a CL that may be entitled to submit superior Lease Proposal and the procedures for its submission, with the end-view of determining a Winning Lessee (WL).

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

This TOR/MCC shall be administered by SSS Recommending Authority (RA). Its decision and/or action taken is recommendatory and is subject to the approval of the SSS Approving Authorities (AA) and notation by the Social Security Commission (SSC).

I. PROPERTY BACKGROUND

The property for lease is the footprint of an advertisement billboard with an area of 184.50 sq. m. located inside the SSS East Triangle property with address at East Avenue corner EDSA, Barangay Pinyahan, Diliman, Quezon City (Vicinity Map in **Annex A**). The subject leased area shall be referred in this TOR as the **SSS property**. The existing structure consists of a billboard space measuring 60x60 ft. in area. Permits and clearance for its construction and use were previously obtained by the OPL.

II. DEFINITION AND ABBREVIATION OF TERMS

For purposes of this TOR, the following terms or words and phrases shall mean or be understood as follows:

1. Bid Proposal/Price	Refers to the bid from a CL. It should not be lower than the Minimum Bid Price set herein. It shall be submitted together with the Proposal Security and Proposal Securing Declaration as set forth in this TOR. These documents comprise the 2 nd Envelope to be submitted to SSS on or before the deadline for submission of bids.
2. Challenger Lessee (CL)	Refers to private or government/public sector entities (PSE) eligible to submit superior comparative proposal.
3. Contract of Lease (COL)	Written agreement specifying the terms and conditions of the lease as set forth by the SSS. The COL shall be prepared by the SSS Documentation and Conveyancing Dept. (DCD) and reviewed/cleared by the Office of the Government Corporate Counsel (OGCC).
4. Eligibility Documents	Legal and financial qualification documents to be submitted to SSS on or before the deadline for submission of bids to be admitted as eligible bidders as set forth in this TOR. These documents comprise the 1 st envelope to be submitted by the CL.
5. Highest Ranked Bid (HRB)	Lease Proposal with the highest bid among the proposals submitted by all CLs.
6. Highest Ranked and Complying Bid (HRCB)	HRB that passes post-qualification.
7. Item for Challenge (IFC)	The IFC shall be the rental rate for the first-year lease inclusive of VAT
8. Lease Proposal	A signed offer or proposal to undertake the lease project submitted by an interested CL in response to and in consonance with the requirements of this TOR. This comprise the 2 nd Envelope to be submitted to SSS on or before the deadline for submission of bids.
9. Minimum Percentage of Challenge (MPC)	The MPC is 10% of the first-year rent
10. Modified Competitive Challenge (MCC)	It is one of the approved competitive procedures by the SSC in selecting a lessee to an SSS Investment Property (IP) pursuant to the Guidelines for the Lease of IPs as approved by the SSC in its Resolution No. 403-s.2020 dated 05 August 2020.
11. Modified Competitive Challenge Bulletin (MCC Bulletin)	Document to be issued by the RA that shall contain any clarifications, amendments and/or supplements to the Invitation to Apply for Eligibility and Submit Superior Comparative Proposal (IAESSCP) and to this TOR.

12. Original Proponent Lessee (OPL)	Status accorded to the Lessee with pre-existing contract which conformed to the terms and conditions of the lease, posted the Proposal Security and updated the documentary requirements it earlier submitted for the current lease.
13. Permit to Enter (PTE)	A document to be issued to the WL for the possession of the property during the lease period, subject to compliance with the terms and conditions of this TOR.
14. Proposal Securing Declaration (PSD)	<p>To be submitted together with the Bid Proposal and Proposal Security. These comprise the 2nd Envelope to be submitted to SSS on or before the deadline for submission of bids.</p> <p>The PSD shall stipulate that CL will undertake the following:</p> <ol style="list-style-type: none"> a. Warrants that the proposal submitted shall be valid for a period of one hundred eighty (180) calendar days, from the date of the opening of the proposals; b. When selected as the WL, to enter into COL with SSS and furnish the required Security Deposits from receipt of the Notice of Award and prior to the execution of the COL; c. To acknowledge that SSS reserves the right to disqualify it for a period of time from participating in any of its selection/procurement activity, regardless of mode, in the event it violates any of the conditions stated herein including but not limited to, not entering into the COL with SSS when selected, or failure to perform its obligations under the said COL; d. To acknowledge that the PS shall automatically be forfeited in favor of the SSS in the event that it withdraws its proposal during its validity, fails to and/or refuses to enter into a COL with the SSS when selected or when there is a failure to furnish the required security deposit; <p>Without prejudice to its forfeiture, the PS shall only be returned under the following circumstances but in no case beyond the period of its validity:</p> <ol style="list-style-type: none"> a. When after its non-selection, a CL has submitted a written waiver of its right to file a request for reconsideration within the period prescribed in this TOR; or b. In the absence of a written waiver as above-mentioned, after a COL has already been signed by the SSS and the selected lessee and the corresponding security deposit has been posted.
15. Proposal Security (PS)	<p>This is issued in favor of the SSS by the CL as security for their faithful compliance to the conditions of the lease project including but not limited to entering into the COL with SSS when selected. It shall be in the form of cash, cashier's/manager's check or bank draft, guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank payable in favor of SSS in the minimum amount equivalent to the first month rent, inclusive of VAT, on the initial year lease period.</p> <p>The PS must be valid for one hundred eighty (180) calendar days, from the date of the opening of the proposals.</p> <p>The PS should also be extended corresponding to at least the extension of the proposal validity period.</p>

	It shall be submitted together with the Bid Proposal and PSD as set forth in this TOR. These documents comprise the 2 nd Envelope to be submitted to SSS on or before the deadline for submission of bids.
16. Right to Outbid	The automatic right vested upon the OPL whereby it is given the option to submit a better offer than the HRCB, if any. As provided under Section IX Item B.10 of this TOR, the OPL upon declaration of the HRCB, shall be given a right to outbid or give a better offer with a minimum premium rate of 3% from the HRCB.
17. Social Security Commission (SSC)	The governing Board and policy-making Body of the SSS.
18. Winning Lessee (WL) / Lessee	Refers to either the OPL which submitted a better offer than the HRCB and approved by the Approving Authorities or the CL deemed as the HRCB and approved by the Approving Authorities, whose bid was not defeated by the OPL pursuant to the right to outbid rule.

Below is a summary of the abbreviated terms in this TOR:

ACRONYMS	TERMS
AA	Approving Authorities
AMD	Asset Management Division
CL	Challenger Lessee
COL	Contract of Lease
CTC	Certified True Copy/ies
DCD	Documentation and Conveyancing Department
EOI	Expression of Interest
HRB	Highest Ranked Bid
HRCB	Highest Ranked and Complying Bid
IAESSCP	Invitation To Apply For Eligibility and to Submit Superior Comparative Proposal
IFC	Item for Challenge
IP	Investment Property
IPD	Investment Property Department
LAMG	Lending and Asset Management Group
MBP	Minimum Bid Price
MCC	Modified Competitive Challenge
MPC	Minimum Percentage of Challenge
OGCC	Office of the Government Corporate Counsel
OPL	Original Proponent Lessee
PCEO	President and CEO
PDC	Post-dated Check/s
PS	Proposal Security
PSD	Proposal Securing Declaration
PSE	Public/Private Sector Entities
PTE	Permit to Enter
RA	Recommending Authority/ies
SSC	Social Security Commission
SSS	Social Security System
TOR	Terms of Reference
WL	Winning Lessee

III. ITEM FOR CHALLENGE (IFC)

The only IFC shall be the rent for the first year of the lease term, inclusive of VAT with a lease term of two (2) years with the amount equivalent to the minimum of Php2,194,556.50

The MPC shall be 10% of the first-year rent agreed by the current lessee of Php1,995,051.36, inclusive of VAT, which is the basis for the minimum amount for challenge as stated above.

A Lease Proposal containing an amount less than the minimum amount for challenge shall automatically be rejected.

The procedure for the evaluation and comparison of bids is specified under Section IX.B "Detailed Process", Item 6(ii) "Opening and Evaluation of Bid Proposals" of this TOR.

All Lease Proposal prices shall be quoted in Philippine Pesos.

IV. MANDATORY PURCHASE OF TOR

PLs are required to purchase this TOR for a non-refundable fee of **THREE THOUSAND PESOS (PHP3,000.00)** to be able to participate in the MCC procedures.

A complete set of TOR may be acquired by interested CL starting **09 January 2023** up to the scheduled submission of the Expression of Interest (EOI) to the address stated in the last item of the **IAESSCP** and upon payment of the non-refundable fee of Php3,000.00 for the TOR.

The mode of payment shall be on a cash basis payable at the SSS Cash Management Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. This TOR shall be received personally by the PL or his authorized representative.

It may also be downloaded free of charge from the SSS website www.sss.gov.ph under the Assets for Lease section, provided that the PL shall pay the applicable fee for this TOR not later than the submission of its bid.

V. LEASE TERMS AND CONDITIONS

The SSS RA conferred to the existing lessee of the SSS property described below the status of OPL upon the latter's conformity with the following salient terms and conditions of the contract, subject to a challenge by interested PCL of its proposed rent for the first year of lease through the conduct of MCC. The detailed and complete terms and conditions are provided in the Contract of Lease:

1. SSS property subject of bid	184.50 sq.m. portion of the SSS East Triangle property used as footprint of an advertisement billboard with address at East Avenue corner EDSA, Barangay Pinyahan, Diliman, Quezon City. Shall be referred in this TOR as the SSS Property or the property.
2. Lease Term	2 years, on as-is where-is basis. Renewal of lease is possible if it complies with the SSS Guidelines for the lease of SSS IPs.
3. Effectivity of Lease	Lease shall commence on the 1 st day of the month following the month of receipt by the WL of the Notice of Award/Approval of Lease Proposal from the RA. The RA shall notify the WL within 5 calendar days upon receipt by the RA of the Approval of the Award/Lease by the Approving Authority.
4. Minimum Bid Price (MBP) for Challenge or Rental Rate per month	Php2,194,556.50 rent for the first year of the lease term, inclusive of VAT, computed at 10% of the first-year rent conformed by the current lessee in the amount of Php1,995,051.36, inclusive of VAT. If no Expression of Interest from a CL is received within the given period, the lease project shall be awarded to the OPL at its conformed rate and the competitive challenge process is deemed terminated.

5. Rental Escalation	7.42% to start on the 2 nd year of the lease term
6. Security Deposit (SD)	Equivalent to 2 months rent, inclusive of 12% VAT and to be adjusted in accordance with the rental escalation. SD shall be payable to SSS in cash or manager's check before the issuance of a PTE.
7. Advance Rental Payment (ARP)	Equivalent to 2 months rent, inclusive of 12% VAT, to be applied on the first 2 months of the lease period. ARP shall be payable to SSS in cash or manager's check before the issuance of a PTE.
8. Insurance	During the lease period, the lessee shall obtain at its own expense an all-risk insurance coverage for the leased property, including any additional improvement therein, assigned in favor of SSS and issued by the GSIS or any of the Top 10 insurance company accredited by the Insurance Commission and submit to SSS a copy of the insurance policy/ies. The all-risk insurance shall answer for any damage to property and/or injury or death as a result of or incidental to the lessee's operation of the leased property or fire, earthquake, flooding/inundation or any calamity, or force majeure, without prejudice to SSS' right to file a case against the lessee for any additional claim not covered by the insurance.
9. Rental Payments	Upon submission of the signed and notarized COL, the lessee shall simultaneously submit post-dated checks (PDCs), dated every 1st day of the applicable month, quarter or semester, for the remaining months of the first year of the lease term after taking into consideration the ARP. Thereafter, the lessee shall, without need of a demand from SSS, issue twelve (12) PDCs dated every 1st day of the applicable month for the 2 nd year year, or the corresponding number of remaining months of the lease term, if unexpired months are less than twelve (12), to be submitted at least sixty (60) calendar days before the anniversary of the commencement date of the lease.
10. Delay/Non-Payment of Rentals and Other Dues and Default	In case of any delay in the payment of the monthly rentals, fees and other charges such as, but not limited to utilities provided by SSS, the Lessee shall pay a penalty equivalent to 2% per month of the rental due/other charges computed from the first day of the applicable month until fully paid.
11. Taxes, Fees and Other Charges	<p>a. Taxes</p> <p>Pursuant to Section 16 of the Social Security Act of 2018, the SSS is exempt from tax, legal process and lien. However, the SSS is subject to VAT as provided under Republic Act No. 10963, Tax Reform for Acceleration and Inclusion (TRAIN), which shall be shouldered by the lessee. Thus, it is agreed and understood that should there be other changes in the law or the interpretation thereof or any other circumstances which would subject the leased property and/or the rental payments hereunder to any kind of tax (including but not limited to Real Property Tax) assessment or levy which would constitute a charge against the leased property or create a lien against the leased property and/or rental payments, the lessee agrees and obligates itself to assume, shoulder and pay such tax, assessments or levy as it becomes due.</p>

	<p>b. Utilities</p> <p>Utility charges such as, but not limited to, electric, telephone, and water for the leased premises for the duration of the lease, inclusive of the Rent Free Construction Period (RFCP) and/or construction period, if applicable, shall be for the account of the lessee and settled directly with the providers.</p> <p>c. Other fees and charges as may be imposed as a result of or incidental to the lease and relevant laws and issuance.</p> <p>d. Submission of Proof of Payments</p> <p>The lessee must submit proofs of payments for utilities and other dues to the SSS on a quarterly basis and on an annual basis for the real property tax within seven (7) working days from payment thereof, otherwise, this may serve as a ground for the SSS to cancel the lease.</p> <p>e. Unpaid taxes, fees, and other charges</p> <p>i. All payables due within the lease period but received after the expiration of the lease term shall remain for the account of the lessee and be billed accordingly.</p> <p>ii. The lessee shall be responsible for the payments of all taxes, fees, and other charges which may be assessed and/or levied against it and/or its sub-lessees during the lease period and all that remain unpaid after the lease period.</p> <p>iii. The SSS may advance the payment of all taxes, fees, and other charges in behalf of the lessee to the extent that it shall protect the SSS' interest and as may be allowed under applicable laws, rules and regulations and other issuances, subject to reimbursement from the lessee within 5 calendar days from its receipt of SSS notice.</p> <p>iv. A 2% penalty per month up to a maximum period of 2 months from receipt of the notice of reimbursement by the lessee shall be imposed against the lessee for any unpaid amount advanced by the SSS. Continued non-payment of all amounts due beyond the maximum period of 2 months shall be a ground for the cancellation of the lease.</p>
<p>12. Extrajudicial Termination of Lease</p>	<p>a. Either party may extrajudicially terminate the lease for convenience provided that the party who will initiate such termination shall inform the other party in writing at least ninety (90) calendar days before the intended date of termination. In any event, the extrajudicial termination of the contract shall take effect 90 calendar days after receipt by the other party of the notice to terminate.</p> <p>b. In case the Lessee initiates the extrajudicial termination of the COL for convenience, the Lessee shall pay the SSS a termination fee, to be deducted from the SD, in accordance with the</p>

	<p>following:</p> <table border="1" data-bbox="748 217 1425 424"> <tr> <td data-bbox="748 217 1162 252">Date of Pre-Termination</td> <td data-bbox="1162 217 1425 252">% of Forfeiture</td> </tr> <tr> <td data-bbox="748 252 1162 287">Within 1st half of lease term</td> <td data-bbox="1162 252 1425 287">100% of SD</td> </tr> <tr> <td data-bbox="748 287 1162 357">Within 3rd quarter of lease term</td> <td data-bbox="1162 287 1425 357">50% of SD</td> </tr> <tr> <td data-bbox="748 357 1162 424">Within 4th quarter of lease term</td> <td data-bbox="1162 357 1425 424">25% of SD</td> </tr> </table> <p>c. Portion of the SD not forfeited shall be returned to the Lessee.</p>	Date of Pre-Termination	% of Forfeiture	Within 1st half of lease term	100% of SD	Within 3rd quarter of lease term	50% of SD	Within 4th quarter of lease term	25% of SD
Date of Pre-Termination	% of Forfeiture								
Within 1st half of lease term	100% of SD								
Within 3rd quarter of lease term	50% of SD								
Within 4th quarter of lease term	25% of SD								
13. Improvements on the Property	<p>a. All improvements shall require the prior approval of the approving authority who approved the lease project.</p> <p>b. Upon expiration/termination of the lease, all improvements and conditions in the leased property, which cannot be removed without causing damage or injury to the leased property, introduced or made by the lessee, shall become the SSS' property upon the expiration of the lease period or any extension or renewal thereof, or the termination of the lease contract, without any obligation on the part of the SSS to reimburse the lessee for the value thereof. However, the lessee may, at its option and own expense, elect to remove such alterations and improvements which are not otherwise stipulated to be retained or owned by the SSS and which are capable of being detached without causing material damage or injury to the leased property.</p> <p>c. All improvements shall be included in the determination of the rent should the lease be renewed, except as may be otherwise indicated in this TOR.</p>								
14. Prohibitions on the Use of the Property and Inspection	<p>a. The Lessee shall not use the leased lot including any improvement thereon for:</p> <ul style="list-style-type: none"> i. Purposes other than and/or contrary to what is permitted in the COL; ii. Purposes which are illegal, immoral, or contrary to public policy; iii. Purposes or acts as may be prohibited by the SSS; iv. Any activity which may endanger the health, safety, peace, and tranquility of other people conducting business and/or residing in the same area such as but not limited to production of annoying sounds and obnoxious odors, and other analogous activities; and v. Any activity which may endanger the environment through ecological disturbances and other analogous activities. <p>b. The foregoing prohibitions shall remain in force even if the property or any portion thereof has been sub-leased.</p> <p>c. To ensure faithful compliance of lessee/s on proper use of the property, the SSS IPD or other SSS authorized units/representatives shall have the right to inspect the leased premises, during</p>								

	<p>business hours of the day or as otherwise arranged by mutual consent.</p> <p>d. The lessee shall make the leased property available during regular business hours for inspection by PL/s and shall cooperate in every reasonable way with the SSS' efforts to obtain a new lessee for the leased property.</p> <p>e. The lessee shall take all precautions necessary to protect the leased lot against predictable damage and/or damages caused by fortuitous events.</p>
15. Sublease	<p>a. The Lessee may sublease the leased lot with prior written approval of the SSS. The Lessee shall ensure that the terms and conditions of its agreement/s with its sublessee/s conform to the terms and conditions of the COL. In case of conflict in the provisions of the agreement/s between the Lessee and its sublessee/s with the provisions of the COL, the provisions of the COL shall prevail.</p> <p>b. A provision on the right of SSS to take over/step-in to the rights of the lessee over any sublease, shall be contained in any sublease contract to clearly reflect the said right/authority of the SSS and to properly notify the sublessee.</p> <p>c. A copy of the sublease contract shall be submitted to the SSS within ten (10) calendar days from the execution thereof to ensure compliance with the foregoing requirements.</p> <p>d. The Lessee shall be primarily and solidarily responsible for any act and/or omission of the sublessee/s that is violative of the COL and/ or for the damage such sublessee/s may cause.</p> <p>e. Upon the expiration or termination of the COL, all sublease shall automatically be terminated and of no force and effect.</p>
16. Step-In/Take-Over Rights of SSS	<p>The COL, including the sublease contract, shall contain "step-in right" provisions which may allow SSS to take over/step-in to the rights of the Lessee over any sublease which may be due to circumstances such as, but not limited to:</p> <p>a. Default in rental payment and other money obligations - lessee fails to pay its outstanding obligations within thirty (30) calendar days from receipt of the final Collection Letter/Notice.</p> <p>b. Violation/ breach of other terms and conditions of the COL - Lessee violates any of the terms and conditions in the COL including abandonment of the leased lot and such violation persists or not remedied within the prescribed period and despite the issuance of a written notice.</p> <p>c. Insolvency of the Lessee - Lessee extrajudicially terminates the lease due to its inability to pay rent caused by force majeure (e.g. any war, acts of God or any other cause beyond the lessee's control and without any contributing fault on the</p>

	<p>part of the lessee), extraordinary inflation, health/economic crisis and bankruptcy.</p> <p>d. Lessee committed an act or negligence that puts the SSS, as it determines, in a financial and/or reputational risk.</p> <p>Further, the Lessor is deemed authorized by the Lessee to exercise the option to lease-out any or all portions of the leased lot to other parties as the agent of the Lessee, or to continue the sublease over the leased lot and/or step-in to the rights of the Lessee over any sublease, to receive the rent thereof, and to apply the same to the payment of the rent due under the COL, holding the Lessee liable for any deficiency, without prejudice to any right of action against the Lessee.</p> <p>For purposes of this Section, the leased lot is considered to be abandoned, deserted or vacated if for a period of 30 or more consecutive calendar days within the lease period, or any extension or renewal thereof, the lessee has ceased operation in the leased premises and the rental for such period is unpaid.</p> <p>This Section shall also not preclude SSS from exercising its right/remedies that shall be set out anywhere else in this TOR or in the COL for the lot.</p>
17. Award of COL	SSS shall award the COL to the WL.

VI. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

1. The SSS shall:
 - a. Warrant that the property is free from all liens and encumbrances, and that all taxes, fees and dues chargeable against the property, if any, has been fully settled by the beneficial user of the property;
 - b. Provide the CLs with a copy of the property titles, maps, and relocation survey plans;
 - c. Ensure conduct of MCC process based on the principles of public advantage, accountability, competition and transparency;
 - d. Give the WL the sole right to lease and manage the SSS Property, subject to the COL;
 - e. Deliver possession of the SSS Property to the WL, on “**as is, where-is**” basis, upon the execution of the COL;
 - f. Protect the lessee’s peaceful and adequate enjoyment of the SSS Property for the entire duration of the COL against any claims of third persons on the ownership of the property;
 - g. Rescind the COL in case the lessee violates any of the provisions under this TOR; and
 - h. Perform such other obligations as may be stated and/or incidental to those stated in the COL.

2. The CL shall:
 - a. Be solely responsible for its own due diligence on all matters relating to this TOR and the SSS Property which may, in any manner, affect the nature of its lease proposal. SSS shall not be responsible for any erroneous interpretation or conclusion by the CL out of data furnished or indicated in this TOR, including any MCC Bulletin/s issued by the RA. Failure of the CL to examine and inform itself shall be at its sole risk and no relief for error or omission shall be given.
 - b. Investigate/examine the SSS Property for lease, its existing structures, facilities, utilities, general characteristics, condition and its surrounding vicinities that may affect directly or indirectly the actual execution of the lease proposal and such other information as to allow the CL to make a competitive estimate. The CL, by the act of submitting its lease proposal, acknowledges that it has inspected the SSS Property and accepted all the terms and conditions as set forth in this TOR.
 - c. Be 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.
 - d. Bear all costs associated with the preparation and submission of lease proposal, and the SSS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of these procedures.
 - e. Ensure that each of the documents submitted in satisfaction of the bidding requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and all statements and information provided therein are true and correct;
 - f. Authorize the SSS or its duly authorized representative/s to verify all the documents submitted;
 - g. Ensure that the signatory is the duly authorized representative of the CL, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the CL in the MCC process, with the duly notarized Secretary's Certificate attesting to such fact, if the CL is a corporation, partnership, or JV (if applicable); and
 - h. Post the Proposal Security in the amount/form and date as stated in this TOR.
3. The OPL shall:
 - a. Manifest its intention to renew the lease of an SSS IP and submit its conformity to the terms and conditions for the renewal of lease and the conduct of MCC procedure;
 - b. Update the documentary requirements it earlier submitted for the current lease;
 - c. Post the Proposal Security in the amount/form and date as stated in this TOR; and
 - d. Have the right to outbid the superior or most advantageous offer of CL.
4. The WL shall:
 - a. Strictly comply with the terms and conditions of the COL executed by and between SSS and the WL and maintain all warranties and representations in good standing for the duration of the contract period. (See **Annex B** – Pro-forma Contract of Lease);
 - b. Pay, at its sole account, all applicable taxes, licenses, fees and charges due on the lease transaction, the leased SSS Property and its improvements, if any, and those that may be imposed by law during the entire term of the COL;
 - c. Pay the monthly rental, inclusive of VAT, at the due date without need for demand;
 - d. Submit the company's audited financial statements annually;
 - e. Undertake the management, including operations, administration, maintenance and security upon signing of the COL for the duration of the lease period; and

- f. Perform such other obligations as may be stated and/or incidental to those stated in the COL.

VII. ELIGIBLE CL

Any person (natural or juridical) including foreigners authorized by law to reside and/or conduct business in the Philippines may be allowed to bid for the lease of lot owned by SSS.

1. Individual Lessee/Sole Proprietorship (Filipino citizen / Foreigner)
2. Corporation/Partnership duly registered with the Securities and Exchange Commission
3. An incorporated JV or consortium of local/foreign individuals/entities, i.e., a group of 2 or more persons/entities with intention to be jointly and severally responsible or liable for the particular transaction with the SSS
4. Cooperatives duly organized under the laws of the Philippines
5. Multilateral Institutions
6. Government agencies

VIII. ELIGIBILITY CRITERIA

CLs must satisfy the following criteria, whenever applicable, to be eligible to participate in the MCC process:

1. Legal Requirements

- a. The CLs must possess the legal personality and/or authority to reside and/or conduct business in the Philippines as certified to by the appropriate government agencies and/or Local Government Units.
- b. All CLs shall be required to submit, as part of their qualification documents, a statement stipulating that the CL: (i) has accepted the qualification criteria established by the SSS; and (ii) waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against the SSC, SSS, and SSS officers to prevent or restrain the qualification proceedings related thereto, the award of the COL to a successful CL, and the carrying out of the awarded COL. Such waiver shall, however be, without prejudice to the right of a disqualified or losing CL to question the lawfulness of its disqualification or the rejection of its proposal by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order.

2. Financial Capability

The CLs must have adequate capability to sustain the financing requirements for the lease of the SSS property. This shall be measured in terms of:

- a. **Good financial and credit standing.** The CLs must have bank account/s with cash balance or a credit line from a reputable commercial/universal local or international bank in the amount equivalent to at least the 2 months advance rent and 2 months Security Deposit, inclusive of VAT or a total of Php731,519.00
- b. **Timely and Complete Payment of Taxes.** The CLs (and all members, if a CL is a JV or consortium) must be up to date in its payment of all applicable taxes and must be able to submit an updated tax clearance for the fiscal year 2021.

IX. MODIFIED COMPETITIVE CHALLENGE (MCC) PROCESS

A. General Process Flow

1. Publication of the IAESSCP

2. Pre-Selection Conference
3. Submission of Eligibility Documents and Lease Proposal together with the PS and PSD
4. Submission, opening and preliminary examination of Eligibility Documents and Lease Proposals of CL.
5. Notification to the HRB
6. Post-Qualification of the CL with the HRB
7. Exercise Right to Outbid by the OPL, if applicable
8. Preparation of final COL by the DCD as requested by the IPD, based on the recommendation on the WL
9. Approval of the Award and the COL by the AA, as recommended by the RA.
10. Issuance of Notice of Award by the RA.
11. Execution of the COL to be administered by the IPD.

B. Detailed Process

1. **Publication of IAESSCP.** The SSS shall publish the IAESSCP in at least two (2) newspapers of general nationwide circulation, once a week for at least two (2) consecutive weeks and in the SSS website (www.sss.gov.ph). The first publication must be undertaken at least twenty (20) calendar days before the deadline on the submission of the eligibility documents and lease proposals by the CLs. This shall serve to inform and invite prospective CLs to the subject bidding. Attached herewith as “**Annex C**” is a copy of the IAESSCP.
2. **Submission of Expression of Interest (EOI).** Interested CLs must submit their EOIs within five (5) days from the last day of publication or on or before 5:00 p.m. of **20 January**, 2023 to IPD thru email address investmentproperty@sss.gov.ph. The EOI must contain an undertaking by the CL that it will adhere to the qualifications criteria, and that it will not seek and obtain a writ of injunction or prohibition or restraining order against SSS and its officials to prevent or restrain the process, the award of the Contract of Lease and implementation of the same, and that it will not institute any criminal, civil and/or administrative cases against SSS and its officials. Only CLs which submitted EOIs may obtain the TOR and submit the eligibility documents and lease proposals on given date.

If no EOI from a CL is received within said period, the lease project shall be awarded to the OPL and the competitive challenge process is deemed terminated.

3. **Pre-Selection Conference.** CLs who submitted the EOIs will be invited to attend a Pre-Selection Conference on the specified date and time through online conference using Microsoft Teams as indicated in paragraph 5 of the IAESSCP.

CLs may request for clarification on and/or interpretation of any part of the TOR as specified under paragraph 6 of the IAESSCP and Section X.2 of this TOR. Such requests must be in writing and received by the IPD, either at its given physical address or through electronic mail indicated in the IAESSCP, within 2 calendar days from the conduct of the Pre-Selection Conference.

Any statement made at the Pre-Selection Conference shall not modify the terms of this TOR unless such statement is specifically identified in writing as an amendment thereto and issued as an MCC Bulletin.

An MCC Bulletin shall be issued and sent to the CLs which purchased this TOR within three (3) calendar days from the deadline of submission of the requests for written clarification.

4. Submission of Eligibility Documents and Lease Proposals with PS and PSD (refer to **Annex D** - Checklist of Documents).

Interested CLs are requested to submit the required Eligibility Documents and Lease Proposals together with the PS and PSD at the specified date, time and venue as indicated in paragraph 4 of the IAESSCP.

Bids will be opened in the presence of the CLs or CLs' representatives who choose to attend at the address above. They must sign in the attendance logbook. Late bids shall not be accepted.

In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the date shall be extended to the same time of the immediately succeeding business day in Quezon City.

The Philippine Standard Time will be the basis for submission of lease proposals.

CLs shall submit **1 set of original** Eligibility Documents/Lease Proposal and **2 other sets of certified true copies (CTC)** 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.

- **First Envelope.** This will contain 1 set of Original Eligibility Documents listed in - **Annex D** - Checklist of Documents, to be placed inside a sealed envelope and 2 other sets of Certified True Copies (CTC) thereof, with each set contained in a separate sealed envelope.
- **Second Envelope.** This will contain 1 set of Original Lease Proposal listed in **Annex D** – Checklist of Documents (please see **Annex E** for the Sample Lease Proposal) placed inside a sealed envelope and 2 other sets of CTC thereof, with each set contained in a separate sealed envelope.

The Eligibility Documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the PL.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the PL.

In the event of any discrepancy between the original and any of the certified true copies of the original, the original shall prevail.

5. **Sealing and Marking of Eligibility Documents/ Lease Proposals with PS and PSD**

PLs 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.

Likewise, PLs shall enclose their original Bid Proposal, PS and PSD in one sealed envelope marked "ORIGINAL-BID PROPOSAL". Each copy of the original Bid Proposal shall be similarly sealed and duly marked as "COPY NO._-BID PROPOSAL" in another envelope. These envelopes containing the original and the copies shall also be enclosed in one single envelope.

All envelopes shall:

- i. Contain the name of the lease project to be bid in capital letters: "MODIFIED COMPETITIVE CHALLENGE FOR THE LEASE OF A 184.50 SQ.M. PORTION OF THE SSS EAST TRIANGLE PROPERTY"
- ii. Bear the name and address of the PL in capital letters;
- iii. Be addressed to the IPD as identified in the IAESSCP; and
- iv. Bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of the Eligibility Documents/Bid Proposal.

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/Bid Proposal.

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 this TOR.

6. Two-Stage Evaluation

i. Opening and Preliminary Examination of Eligibility Documents

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

Eligibility Documents submitted by the CLs shall be evaluated on a pass or fail basis to determine if the CL (or the member-firms) complies with or satisfies all of the requirements. Only those CLs who strictly comply with ALL eligibility requirements shall be declared "ELIGIBLE," for the opening and evaluation of their Bid Proposals.

On the other hand, failure to submit a requirement, or an incomplete submission, merits a "failed" rating for the particular requirement. If a CL is rated "failed" in ANY of the eligibility requirements, it shall be considered INELIGIBLE to further participate in the bidding procedure, and the RA shall mark the set of Eligibility Documents of the CL concerned as "ineligible".

ii. Opening and Evaluation of Lease Proposals

Lease Proposals shall be opened immediately on same day after they are found eligible to further participate in the MCC by the RA. The CL may attend the opening of the Lease Proposals.

The Lease Proposals shall be evaluated and ranked based on the MPC and the superior MPC shall be declared the Highest Ranked Bid (HRB).

In case of a tie on the Lease Proposal, the CL who submitted the highest amount of Proposal Security shall be chosen. If a tie involves two PLs, toss coin shall be resorted to. If a tie involves 3 or more CLs, "draw lot" shall be resorted to decide the HRB.

If no superior comparative proposal is received, the lease project shall be immediately awarded to the OPL.

The Proposal Security of losing CLs shall be returned immediately after the bidding without interest. The receipt by losing CL of his/her/its Proposal Security shall be deemed a waiver on his/her/its part to contest the result of the bidding. However, should a losing CL contest/protest/ appeal the outcome of the bidding, his/her/its deposit shall be retained until the resolution thereof. Upon resolution of the contest/protest/ appeal, SSS shall return proposal security of losing CLs without interest.

7. Notification to the HRB

The CL declared as HRB shall be notified through e-mail within 3 working days after the Opening and Evaluation of Sealed Bids to submit Tax Clearance within 5 working days from receipt thereof, if he/she/it submitted only proof of filing to qualify for eligibility.

8. Post-Qualification

The SSS-RA shall conduct post-qualification for a period of five (5) calendar days to verify the accuracy and authenticity of all the documents and information submitted by CL with the HRB. Any material inconsistencies, errors or misrepresentations in the submitted documents shall be ground for disqualification and forfeiture of the Proposal Security.

If the CL passes post-qualification, its proposal shall be declared the HRCB.

If the CL with the HRB fails post-qualification due to misrepresentation, fraudulent acts, falsification, submission of spurious/fake documents or commission of offense in connection with this bidding process, the SSS-RA shall notify the CL of the results thereof and forfeit its Proposal Security. The RA shall subject the CL with the Second HRB to post-qualification, if any. Otherwise, the SSS-RA shall declare the OPL as the WL.

If the CL with the Second HRB passes post-qualification, it shall be declared as the HRCB. If, however, the CL with the Second HRB fails post-qualification, the post-qualification process shall be repeated for the CL with the next HRB, and so on until the HRCB is determined. If none at all, the SSS-RA shall declare the OPL as the WL.

9. Right to Outbid.

Upon declaration of the HRCB, the OPL shall be given a right to outbid such superior or more advantageous offer within five (5) calendar days from notification. If a more advantageous offer from the OPL is received within the prescribed period, the lease project shall be awarded to the OPL. However, should there be no better offer received from the OPL within the prescribed period, the Lease Project shall be awarded to the HRCB.

The SSS-RA shall then recommend to the AA the award of the contract to the WL.

10. Award on Lease of Property

- i. Within 5 working days from determining the WL, the RA shall recommend to the AA, the award on the lease of the property to the WL;
- ii. The RA shall notify the WL in writing that his/her/its bid has been accepted, through a Notice of Award, within 5 working days from receipt of the approval of the award, to be received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within 2 working days by the WL and submitted personally or sent by registered mail or electronically to the SSS..

11. Execution of the COL

- i. The Notice of Award shall be sent together with the COL for signature of the WL. A Draft Pro-forma COL is hereto attached as **Annex B** of this TOR.
- ii. Within ten (10) calendar days from receipt of the Notice of Award, the WL shall deliver the duly signed and notarized COL and return it to the SSS together with payment of the 2 months Security Deposit (remaining balance after considering the Proposal Security), 2 months Advance Rent, ten (10) post-dated checks (PDCs) for the first year of lease after considering the advance payment and all documentary requirements as listed in the Notice of Award. Failure to comply with the requirements may render the award nullified and the Proposal Security forfeited in favor of SSS.

X. OTHER MATTERS

1. 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, subject to the approval/notation of the AA/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 RA shall inform and send MCC Bulletin to all CLs. To ensure that all CLs are informed of the amendments, all CLs are requested to inform the RA of their contact persons as well as contact telephone/mobile numbers and e-mail addresses. In addition, receipt of all MCC Bulletins shall be duly acknowledged by each CL prior to submission of Eligibility Documents and shall be so indicated therein.

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

2. Requests for Written Clarification

Only those who have purchased this TOR can request for clarification and/or make inquiries regarding this document, which shall be in writing and addressed to the RA. All inquiries should be received by the RA on or before the date as specified in paragraph 6 of the IAESSCP. All CLs who have purchased this TOR shall be sent the responses to these inquiries through an MCC Bulletin as specified in the said IAESSCP. Receipt of all MCC Bulletin shall be duly acknowledged by each CL prior to the submission of the Eligibility Documents and shall be so indicated therein.

No verbal agreement or conversation with, nor any verbal clarification from SSS, Commissioners of the SSC, SSS officers, staff, RA, 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 MCC Bulletin/s circulated to CLs who have purchased this TOR shall be relied upon as authorized.

3. Correspondence with the RA

All correspondence with the RA shall be addressed to:

ATTY. MARIANO PABLO S. TOLENTINO
Acting Head
Asset Management Division
5/F SSS Main Office Building, East Avenue, Diliman, Quezon City

Signed communications may be sent electronically through email address investmentproperty@sss.gov.ph.

4. Forfeiture of Proposal Security (PS)

The PS shall automatically be forfeited in favor of the SSS in the event that a PL withdraws its proposal during its validity, fails to and/or refuses to enter into a COL with the SSS when selected or when there is a failure to furnish the required security deposit upon certification by the RA. The decision of the SSC shall be final.

5. Confidentiality of Eligibility Documents

The Eligibility Documents shall be treated as confidential. Each party will hold any and all information in strict confidence 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 this TOR.

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

6. Protest on Decisions of the RA

- a. Decisions of the RA at any stage of the selection process may be questioned by filing a request for reconsideration within the 3 calendar days upon receipt of written notice or upon verbal notification when duly present during the RA's meeting. The RA shall decide on the request for reconsideration within 7 calendar days from receipt thereof. The CL shall not be allowed to submit additional documents to correct any defects in the bid submitted.

If a failed CL signifies its intent to file a request for reconsideration, the RA shall keep the bid envelopes of the said failed CL unopened and/or duly sealed until such time that the request for reconsideration has been resolved. This provision is, however, understood to apply only for matters involving a process wherein the bids have not been opened.

- b. In the event that the request for reconsideration is denied, decisions of the RA may be

protested in writing to the SSC or its delegated Approving Authority. Provided, however, that a prior request for reconsideration should have been filed by the CL concerned in accordance with the preceding section, and the same has been resolved.

- c. The protest must be filed within 7 calendar days from receipt by the CL concerned of the resolution of the RA denying its request for reconsideration. A protest shall be made by filing a verified position paper with the SSC or its delegated Approving Authority, as may be indicated in this TOR, accompanied by the payment of a non-refundable fee in an amount equivalent to at least one percent (1%) of the Minimum Bid Price or such amount as may be indicated in this TOR as recommended by the RA and approved by the SSC or its delegated Approving Authority, in the form of cash or Manager's Check issued by a local universal bank.
- d. The verified position paper shall contain the following information:
 - i. The name of CL;
 - ii. The office address of the CL;
 - iii. The name of project/contract;
 - iv. A brief statement of facts;
 - v. The issue to be resolved; and
 - vi. Such other matters and information pertinent and relevant to the proper resolution of the protest.

The position paper is verified by an affidavit that the affiant is duly authorized to file the protest and that he/she has read and understood the contents thereof and that the allegations therein are true and correct of his/her personal knowledge or based on authentic records. An unverified position paper shall be considered unsigned, produces no legal effect, and results to the outright dismissal of the protest.

- e. In addition, the CL shall likewise certify under oath that:
 - i. CL has not theretofore commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of its knowledge, no such other action or claim is pending therein;
 - ii. If there is such other pending action or claim, CL is including a complete statement of the present status thereof; and
 - iii. If CL should thereafter learn that the same or similar action or claim has been filed or is pending, it shall report that fact within 5 days therefrom to the SSC or its delegated Approving Authority wherein its protest is filed.

Failure to comply with the foregoing requirements shall not be curable by mere amendment of the verified position paper and shall result to outright dismissal of the protest.

7. Resolution of Protest

The protest shall be resolved strictly on the basis of records of the RA. The SSC or its delegated AA shall resolve the protest within an extendible period of thirty (30) working days from receipt thereof. The decisions of the SSC or its delegated AA on the protest shall be final and immediately executory.

8. Non-interruption of the Selection Process

In no case shall any protest taken from any decision stay or delay the selection process. Provided, however, that protest must first be resolved before any award is made.

9. Resort to Regular Courts

Court action may be resorted to only after the protest shall have been completed, i.e., resolved by the SSC or its delegated AA but in no case shall it involve injunctive reliefs when the concerned leasing project involves development of the SSS IP, unless otherwise allowed by applicable laws relating to infrastructure projects of the government.

10. Waiver

SSS and/or SSC shall be held free and harmless from any liability, costs and expenses, suit or allegation arising out of the participation by the PSEs in this MCC proceedings. The decision of the SSC is final. All CLs shall waive all rights to seek legal action (e.g., Temporary Restraining Order, lawsuits, etc.) to prevent SSS from awarding and executing a COL with the WL. The PLs shall submit a waiver together with the Eligibility Documents to SSS.

11. Observance of Highest Standard of Ethics

- a. The SSS as well as the CL/s shall observe the highest standard of ethics from the beginning of the process up to the execution of the COL. In pursuance of this policy, the SSS and the PL/s shall not commit any of the following defined acts:
 - i. **Corrupt Practice** – behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves or others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in connection with this proposed lease or in the contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, and whether or not the public officer profited or will profit thereby; and similar acts as provided in Republic Act No. 3019;
 - ii. **Fraudulent Practice** – a misrepresentation of facts in order to influence any process herein or to the execution of a COL to the detriment of the SSS, and includes collusive practices among the PL/s (prior to or after the submission of the required documents) as hereinafter defined;
 - iii. **Collusive Practices** – a scheme or arrangement between 2 or more CL/s, with or without the knowledge of the SSS, designed to establish bid prices at artificial, non-competitive levels and to deprive the SSS of the benefits of free and open competition;
 - iv. **Coercive Practice** – harming or threatening to harm, directly or indirectly, persons or their properties to influence their participation in this process, or affect the execution of the COL;
 - v. **Obstructive Practice** – includes deliberately destroying, falsifying, altering or concealing of evidence material, or any acts intended to materially impede the exercise of inspection, investigation and audit rights of the SSS in connection with the process of selecting and executing a COL.
- b. Except communications which are necessary or incidental to the conduct of the processes of competitive procedure, any communication between the CL/s on one hand, and the members of the SSC, the President and Chief Executive Officer (PCEO), any member of the RA, the AA, or any of the employees of the Asset Management Division (AMD) on any matter relating to the SSS leasing project is strictly prohibited.
- c. In the event that it is established that the CL selected to be awarded with the COL has engaged in any of the above-mentioned practices, SSS shall not proceed with the execution of the COL.
- d. The SSS shall seek to impose the maximum administrative, civil and/or criminal penalties available under applicable laws on individuals and organizations deemed involved in any of the above-mentioned practices.

12. Conflict of Interests and Disclosure of Relations

1. All bidding documents or lease proposals shall be accompanied by a sworn affidavit of the CL or its duly authorized representative stating that he/she or any officer of its corporation/partnership/institution/JV is not related within the third civil degree of consanguinity or affinity to any member of the SSC, the PCEO, any member of the RA, any of the AA, or any of the employees of the AMD. This condition shall apply to the following persons:

- a. If the CL is the sole proprietor, to the PL himself/herself;
 - b. If the CL is a partnership, to all its officers and members;
 - c. If the CL is a corporation, to all its officers, directors, and controlling stockholders;
 - d. If the CL is a cooperative, to all its officers, directors, and other elected representatives; and
 - e. If the CL is a JV, the immediately preceding items (a), (b), or (c), shall correspondingly apply to each member of the said JV, as may be appropriate.
2. All PLs who fail to submit the above disclosure or found to have conflicting interests with the SSS or any of the other CLs shall be disqualified to participate herein, without prejudice to the imposition of appropriate administrative, civil, and/or criminal sanctions. A CL may be considered to have conflicting interests with another PL when:
 - i. A CL has controlling shareholders in common with another CL;
 - ii. A CL receives or has received any direct or indirect subsidy from any other CL;
 - iii. A CL has the same legal representative as that of another CL for purposes of this subject lease;
 - iv. A CL has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the proposal of another CL or influence the decision of the SSS regarding the selection process.
 3. Notwithstanding the foregoing, a CL entity that has, as members of its board of directors, SSC member(s)/SSS officer(s) whose directorship in the CL's entity is for the **sole** reason of him/her being the nominee of the SSS due to the latter's investment interest in the CL's entity, shall be allowed to participate in the leasing projects.

13. SSS Reserved Rights

1. The SSS reserves the right to accept or reject all proposals at any time prior to the execution of the COL without thereby incurring any liability to the affected CLs in the event that it determines the same to be the most beneficial course of action for the SSS;
2. Notwithstanding receipt of the reservation and processing fees, or PS, as the case may be, the SSS may deny any intent to lease, subject to return of the said fees/PS, when the same shall not be advantageous to the interest of the SSS and/or when it determines that accepting the same shall expose it to financial and/or reputational risks;
3. The SSS reserves the right to award the COL to a qualified CL determined to have submitted the most advantageous and most responsive proposal;
4. The SSS reserves the right to inspect and audit records or accounts of a CL during the negotiation process and during the performance of a COL through its duly authorized representatives or independent auditors;
5. The SSS neither assumes any obligation to compensate or indemnify a party for any expense or loss that it may incur as a result of any erroneous interpretations or conclusion by the CLs or of its participation herein, nor guarantees that a COL shall be executed as a result of the selection process. Further, the SSS reserves the right to waive any defect or formality in the responses to the requirements and to the IAESSCP and reserves the right to accept the proposal most advantageous and most responsive to the SSS requirements;
6. The SSS reserves the right to disqualify the CL for a period of time from participating in any of its disposal, leasing or procurement activities, regardless of mode, in the event it violates any of the conditions stated herein including but not limited to, not entering into the COL with SSS when selected, or failure to perform its obligations under the said COL.

XI. Timetable of Activities

Activities	Estimated Calendar Days	Timetable
1. Publication of IAESSCP	14	Day 1 to Day 14
2. Issuance of TOR	30	Day 1 to Day 30
3. Submission of EOI	5	Day 15 to Day 19
4. Pre-Selection Conference	1	Day 20 10:00 am
5. Submission of Written Requests for Clarification/Inquiries	3	Day 21 to Day 23
6. Last day of Issuance of MCC Bulletin	3	Day 26
7. Preparation of Eligibility Documents and Lease Proposal	3	
8. Submission, Opening and Evaluation of the Eligibility Documents and Lease Proposals	1	Day 30 2:00pm
9. Notification to the HRB*	3	Day 31 to 33
10. Submission of Tax Clearance*	5	Day 34 to 38
11. Post-Qualification of the Eligibility Documents submitted by the HRB	5	Day 39 to Day 43
12. Notice re Declaration of HRCB	3	Day 44 to Day 46
13. Exercise Right to Outbid by the OPL	5	Day 47 to Day 51
14. SSS-RA Recommendation to AA re award of COL to the WL	5	Day 52 to Day 56
15. Preparation of final COL by the DCD	20	Day 57 to Day 76
16. Approval by AA	30	Day 77 to 106
17. Issuance of Notice of Award and COL for execution by WL	5	Day 107 to Day 111
18. Written confirmation of receipt of the Notice of Award and COL by WL	2	Day 112 to Day 113
19. Execution of Contract and submission of requirements per Notice of Award	10	Day 114 to Day 123
TOTAL	123	

The above is an indicative timetable which may change at the discretion of the RA.

Annex A

EAST TRIANGLE PROPERTY VICINITY MAP



Annex B

Draft Pro-Forma Contract of Lease

CONTRACT OF LEASE

This CONTRACT OF LEASE is executed by and between:

SOCIAL SECURITY SYSTEM, a government-owned and -controlled corporation created pursuant to Republic Act No. 11199, with principal office at SSS Building, East Avenue, Quezon City, Metro Manila, represented herein by its _____, _____ and its _____, _____, duly authorized pursuant to Administrative Order No. 2022-061-b dated 10 August 2022 (Annex "A"), hereinafter referred to as the LESSOR;

- and -

If individual

_____, of legal age, Filipino/ _____ (citizenship), single/married to _____ with address at _____, hereinafter referred to as the LESSEE.

If proprietor

_____, of legal age, Filipino, single/married to _____, and Proprietor of _____, with business address at _____, hereinafter referred to as the LESSEE.

If corporation

_____, a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to _____ dated _____ (Annex "B"), hereinafter referred to as the LESSEE.

ANTECEDENTS:

If the WL is the OPL:

The LESSOR is the registered owner of a One Hundred Eighty-Four Square Meter and Fifty Square Decimeter (184.50 sq.m.) portion of the SSS East Triangle property located at East Avenue corner Epifanio de los Santos Avenue (EDSA), Quezon City, which is used as a footprint of an advertisement billboard (Leased Premises).

In a Contract of Lease¹ (Contract) executed by and between the LESSOR and the LESSEE/S, the LESSOR leased out unto the LESSEE/S said Leased Premises for

¹Acknowledged on _____ by the Lessor before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ____, Page No. ____, Book No. ____, Series of ____, and by the Lessee on _____ before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ____, Page No. ____, Book No. ____, Series of ____.

ju

a period of ___ () year/s from _____ to _____. A copy of the Contract is attached as Annex "B/C".

The Contract was last renewed in a _____ Renewal of Contract of Lease² (_____ Renewal) for a term of ___ () years from _____ to _____. A copy of the _____ Renewal is attached hereto as Annex "C/D". (This paragraph is to be included only if applicable. SSS IPD to properly sequence the Annexes thereafter.)

The LESSOR has offered to the LESSEE/S the renewal of the lease through the Modified Competitive Challenge (MCC) Mode based on the Guidelines for the Lease of SSS Investment Properties (Office Order No. 2020-068 dated 03 November 2020/Lease Guidelines, Annex "D/E"), with a minimum bid price, VAT-inclusive, of PESOS: TWO MILLION ONE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED FIFTY-SIX AND 50/100 (₱2,194,556.50), Philippine currency.

The LESSEE/S signified his/her/its/their intention to renew the lease of the Leased Premises through the said MCC mode and has/have represented and warranted itself as a qualified LESSEE/S under existing laws, rules and regulations and Lease Guidelines.

If the WL is not the OPL:

The LESSOR is the registered owner of a One Hundred Eighty-Four Square Meter and Fifty Square Decimeter (184.50 sq.m.) portion of the SSS East Triangle property located at East Avenue corner Epifanio de los Santos Avenue (EDSA), Diliman, Quezon City, which is used as a footprint of an advertisement billboard (Leased Premises).

The LESSOR has offered the lease to the LESSEE/S, through the Modified Competitive Challenge (MCC) Mode based on the Guidelines for the Lease of SSS Investment Properties (Office Order No. 2020-068 dated 03 November 2020/Lease Guidelines, Annex "B/C"), with a minimum bid price, VAT-inclusive, of PESOS: TWO MILLION ONE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED FIFTY-SIX AND 50/100 (₱2,194,556.50), Philippine currency.

The LESSEE/S signified his/her/its/their intention to lease the Leased Premises through the said MCC mode and has represented and warranted himself/herself/itself/themselves as (a) qualified LESSEE/S under existing laws, rules and regulations and Lease Guidelines.

Common Antecedents:

On the basis of the above-mentioned representation and warranty by the LESSEE/S and following the applicable provisions of the Government Accounting and Auditing Manual (GAAM), the Lease Guidelines and the Terms of Reference (TOR) for the Lease of the 184.50 Square Meters Portion of the SSS East Triangle Property Used as a Footprint of an Advertisement Billboard located at East Ave. cor. EDSA, Quezon City, through Modified Competitive Challenge, (TOR, "Annex " _____"), the LESSEE/S was/were declared as the Winning Lessee/s.

²Acknowledged on _____ by the Lessor before Notary Public for (place of notarial commission),(name of notary public), as Doc. No. ____, Page No. ____, Book No. ____, Series of ____, and by the Lessee on _____ before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ____, Page No. ____, Book No. ____, Series of ____.



Pursuant to the authority given under Administrative Order No. 2022-061-b dated 10 August 2022 (Annex "A"), the LESSOR's Approving Authorities approved the award and this Contract, under such terms and conditions mutually beneficial to both parties and its Recommending Authorities/Lease Selection Committee, issued the Notice of Award.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows –

1. EFFECTIVITY AND TERM

This Contract shall take effect on _____ for a term of two (2) years from _____ to _____, on an "as-is, where-is" basis, subject to further renewal upon agreement of both parties prior to the expiration thereof, and subject to existing laws, rules, and regulations on renewal of lease contracts.

2. RENTAL RATE

2.1. The Monthly Rental for the Leased Premises for the term of the lease, inclusive of the twelve percent (12%) Value Added Tax (VAT), for the first year and subject to escalation at the rate of 7.42% on the second year, payable on the first day of the applicable month without need of notice or demand, shall be PESOS: _____ (₱ _____), Philippine currency, as follows:

Leased Area	Rate/sq.m. (₱)	Monthly Rent (₱)	12% VAT (₱)	Total Monthly Rent (₱)
184.50 (w/ setback)				

2.2. *If the WL is not the OPL –*

The LESSEE/S shall pay a Security Deposit equivalent to two (2) months' rent, inclusive of 12% VAT, and to be adjusted in accordance with the rental escalation rate. It shall be paid in cash or Manager's/Cashier's Check before the issuance of a Permit to Enter (PTE).

If the WL is the OPL –

The LESSEE/S shall maintain the Security Deposit equivalent to two (2) months' rental inclusive of 12% VAT, subject to adjustment in accordance with the rental escalation rate.

2.3. The LESSEE/S shall pay an Advance Rental Payment (ARP) equivalent to two (2) months' rent, inclusive of the twelve percent (12%) VAT, to be applied on the first two (2) months of the lease period. It shall be paid in cash or Manager's/Cashier's Check before the issuance of a PTE.

(If WL is the OPL- delete this subsection)

2.4. Upon submission of the signed and notarized Contract of Lease (Contract), the LESSEE/S shall submit simultaneously post-dated checks for the remaining months of the first year of the lease term after taking into consideration the ARP. Thereafter, the LESSEE/S shall, without need of a demand, issue twelve (12) post-dated checks to be submitted at least sixty

JW

(60) calendar days before the anniversary of the commencement date of the lease.

- 2.5. In case of any delay in the payment of the monthly rentals, fees and other charges, such as but not limited to utilities provided by the LESSOR, the LESSEE shall pay a penalty equivalent to two percent (2%) per month of rental due or other charges to be computed from the first day of the applicable month until fully paid.
- 2.6. The LESSOR shall issue the corresponding receipts for the payments made by the LESSEE and remit the VAT collected to the Bureau of Internal Revenue (BIR).

3. RENEWAL

- 3.1. The LESSOR's Investment Properties Department (IPD) shall, not later than six (6) months prior to the expiration of this Contract, notify the LESSEE/S in writing, thru a Notice for Renewal containing the terms and conditions of the Terms and Reference for the renewal of the lease.
- 3.2. Within fifteen (15) calendar days from receipt of the Notice of Renewal, the LESSEE/S shall submit a written notice of its intent to participate in the MCC procedure and conform to the terms and conditions indicated in the Notice, otherwise, the LESSEE/S shall be presumed to be no longer interested to renew its lease and must immediately vacate the premises upon expiration of this Contract. The competitive mode for the lease of Leased Premises will shift from MCC to public bidding/competitive challenge. But, notwithstanding the non-submission of intent to participate in the MCC, the LESSEE/S may still participate in the public bidding/competitive challenge.
- 3.3. For MCC Mode, the LESSOR may accept/approve a renewal of lease proposal from the LESSEE/S for a period longer or shorter than the lease period initially approved/granted in the original contract or the immediately preceding lease contract, as the case may be, but the period of the contract of lease should not be shorter than one (1) year.
- 3.4. Should the LESSEE/S lose the renewal of lease in the MCC procedure but continue to occupy the premises, without the written consent of the LESSOR, despite the expiration of the lease and the receipt of the notice to vacate, it shall be obliged to pay the LESSOR liquidated damages as provided in this Contract without prejudice to the exercise by the LESSOR of other rights/remedies available to it as prescribed in the Lease Guidelines or applicable laws, rules, and issuances.

4. SUBLEASE

- 4.1. The LESSEE/S may sublease the Leased Premises with prior written approval of the LESSOR. The LESSEE/S shall ensure that the terms and conditions of its agreement/s with its sublessee/s conform to the terms and conditions of this Contract. In case of conflict in the provisions of the agreement/s between the LESSEE/S and its sublessee/s with the provisions of the Contract, the provisions of the Contract shall prevail.
- 4.2. A provision on the right of the LESSOR to take over/step-in to the rights of the LESSEE/S over any sublease, shall be contained in any sublease

Page 4 of 10

ju

contract to clearly reflect the said right/authority of the LESSOR and to properly notify the sublessee.

- 4.3. A copy of the sublease contract shall be submitted to the LESSOR within ten (10) calendar days from the execution thereof to ensure compliance with the foregoing requirements.
 - 4.4. The LESSEE/S shall be primarily and solidarily responsible for any act and/or omission of the sublessee/s that is violative of the Contract and/or for the damage such sublessee/s may cause.
 - 4.5. Upon the expiration or termination of this Contract, any and all subleases shall automatically be terminated and of no force and effect.
5. STEP-IN RIGHTS OF LESSOR ON SUBLEASE CONTRACTS

The LESSOR shall have step-in rights to the rights of the LESSEE over any sublease which may be due to circumstances such as, but not limited to:

- 5.1. Default on rent – if LESSEE/S fail/s to pay the rent on due date, without need of demand.
- 5.2. Default on money obligations other than rent – If LESSEE/S fail/s to make payment on money obligations other than rentals, including but not limited to electric, water and gas consumption or other charges, within a period of thirty (30) calendar days from due date.
- 5.3. Violation/breach of other terms and conditions of this Contract – LESSEE/S violate/s any of the terms and conditions in this Contract, including abandonment of the Leased Premises and such violation persists or not remedied within the prescribed period in the Lease Guidelines and despite the issuance of a written notice.

The Leased Premises is considered to be abandoned, deserted or vacated if for a period of thirty (30) or more consecutive calendar days within the lease period, or any extension or renewal thereof, the LESSEE/S has/have ceased operation in the Leased Premises and the rental for such period is unpaid and the LESSEE/S fail/s to respond within fifteen (15) days from receipt of the LESSOR's written notice.

- 5.4. The LESSEE/S extrajudicially terminate/s the lease due to its/their inability to pay rent caused by force majeure (e.g. any war, acts of God or any other cause beyond the LESSEE's/LASSEES' control and without any contributing fault on the part of the LESSEE/S), extraordinary inflation, health/economic crisis and bankruptcy.
 - 5.5. The LESSEE/S committed an act or negligence that puts the LESSOR in a financial and/or reputational risk.
6. DISPUTE RESOLUTION, DAMAGES AND VENUE

- 6.1. All actions and controversies that may arise from the lease involving, but not limited to, demands for specific performance of any obligation of the LESSEE/S, including the interpretation of any provision or clause herein, shall, in the first instance, be settled within thirty (30) calendar days from

Page 5 of 10

ju

receipt of notice in writing through amicable means, such as, but not limited to mutual discussion/dispute resolution. Should the dispute remain unresolved by the end of the aforementioned period, it shall be resolved through the judicial process or in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

The lease contract shall not be extended beyond the contract period notwithstanding the pendency of any court/arbitration proceeding.

- 6.2. Should the LESSOR be compelled to seek judicial relief against the LESSEE/S, the latter shall, in addition to any relief sought by the former, pay an amount equivalent to twenty five percent (25%) of the amount claimed in the complaint as attorney's fees or PESOS: FIFTY THOUSAND AND 00/100 (₱50,000.00), Philippine currency, whichever is higher, aside from cost of litigation and other expenses which the law, the Lease Guidelines or this Contract may entitle the LESSOR to recover from the LESSEE/S.
- 6.3. For any or all cause/s of action/s, suits or proceedings arising out of or in connection with this Contract and its implementation, its venue shall exclusively be in the courts of Quezon City, to the exclusion of any other venue.

7. MISCELLANEOUS PROVISIONS

- 7.1. ADOPTION BY REFERENCE - The provisions in the Lease Guidelines are deemed incorporated and adopted herein and its pertinent provisions shall govern the following matters:

7.1.1. Terms and Conditions (Lease Guidelines, Section VII)

- 7.1.1.1. Duration of Lease (item E);
 - 7.1.1.2. Effectivity of Lease (item F);
 - 7.1.1.3. Security Deposit (item L);
 - 7.1.1.4. Advance Rental Payment (item M);
 - 7.1.1.5. Insurance (item S);
 - 7.1.1.6. Rental Payments (item V);
 - 7.1.1.7. Delay/Non-payment of Rentals and Other Dues and Default (item W);
 - 7.1.1.8. Priority of Application of Payments (item X);
 - 7.1.1.9. Taxes, Fees and Other Charges (item Y);
 - 7.1.1.10. Extra-Judicial Termination of Lease (item Z);
 - 7.1.1.11. Notice of Renewal of Lease through MCC (item AA);
 - 7.1.1.12. Improvements on the Property (item BB);
 - 7.1.1.13. Prohibitions on the Use of the Property and Inspection (item CC);
 - 7.1.1.14. Repairs and Maintenance (item DD);
 - 7.1.1.15. Sublease (item EE);
 - 7.1.1.16. Assignment, Transfer of Conveyance of Lessee's Rights
 - 7.1.1.17. Step-in Rights (item GG);
 - 7.1.1.18. Damages (item JJ);
 - 7.1.1.19. Venue of Legal Action (item KK).
- 7.2. RELATIONSHIP - It is understood that the only relationship between the LESSOR and the LESSEE/S hereunder is that of Landlord and Tenant.

No other relationship of any kind between said parties is created or intended to be created hereby, unless otherwise expressly provided for in this Contract.

It is further understood that the LESSOR has no employer-employee relationship over the employees and agents of the LESSEE/S as may be assigned or deployed by the LESSEE/S in the Leased Premises during the term of this Contract.

- 7.3. NOTICES - Unless otherwise requested in writing, any notice or correspondence to the LESSEE/S to be given in connection with this Contract shall be personally delivered or mailed to LESSEE's/LESSEES' above-indicated address or LESSEE's/LESSEES' official email address at _____ and any notice or correspondence to be given the LESSOR shall be sent to LESSOR's above indicated principal office or at its official email address at investmentproperty@sss.gov.ph. Notices shall be deemed received once sent or successfully transmitted to any of the said addresses.
- 7.4. NON-WAIVER - Failure or delay by the LESSOR to enforce or demand strict performance by the LESSEE/S of any stipulation or condition of this Contract shall not affect the validity hereof, nor shall such be construed as abandonment, withdrawal, waiver or cancellation of such stipulation or condition or right or option, or of the right of the LESSOR to subsequently enforce or demand performance of such provisions. No waiver by the LESSOR shall be deemed to have been made unless expressed in writing and signed by the LESSOR.
- 7.5. CUMULATIVE REMEDIES - All rights and remedies conferred upon or reserved to the LESSOR under this Contract shall be deemed cumulative and not alternative. All other rights or remedies which may now or hereafter be given to the LESSOR by law or equity may be enforced concurrently, as may be deemed necessary.
- 7.6. TRANSFER OF OWNERSHIP - In the event ownership of the Leased Premises or any portion thereof is transferred or sold, all the terms and conditions of this Contract shall remain valid and subsisting and shall be binding on the transferee, without prejudice to the rights of the transferee and the LESSEE/S to modify, alter, amend or add any term or condition they may mutually agree upon. The LESSOR shall give prior written notice to the LESSEE/S of any sale or transfer of ownership of the Leased Premises or any portion thereof.
- 7.7. INTERPRETATION - This Contract shall be deemed to be made under, and shall be governed by, the laws of the Republic of the Philippines in all respects, including matters of construction, validity and performance.
- 7.8. MODIFICATION AND AMENDMENT – No modification, amendment or waiver of any provision of this Contract, shall be effective unless the same be in writing and duly signed by the parties.
- 7.9. COMPLETE AGREEMENT - This is the only contract between the parties relating to the lease. It supersedes all previous agreements and undertakings, oral or written.

- 7.10. **BINDING EFFECT** - All the terms and conditions of this Contract shall be binding upon the heirs, successors and assigns of the parties hereto.
- 7.11. **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) APPROVAL** – This Contract shall be subject to the review and approval of the OGCC. It is hereby agreed by the parties that any of its ensuing recommendations, comments and suggestions or directives shall form part of this Contract.
- 7.12. **COUNTERPARTS** - This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 7.13. **RATIFICATION** - The LESSOR and the LESSEE shall be responsible for the ratification of their respective execution of this Contract before a Notary Public.
- 7.14. **SEPARABILITY** - Should any of the terms and conditions or any part or clause of the Contract be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clause of this Contract which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands below, on the date and place indicated in their respective Acknowledgements.

**SOCIAL SECURITY SYSTEM
LESSOR**

By:

LESSEE

By:

ju

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

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

BEFORE ME, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free and voluntary act and deed as well as the free and voluntary act and deed of the SSS which they represent in this instance.

This instrument refers to a Contract of Lease, consisting of ten (10) pages, including this page on which this Acknowledgement is written, signed by the Lessor and two witnesses on each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and at the place above- written.

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



SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person/s who executed the foregoing instrument and acknowledged to me that the same is his/her/its/their free and voluntary act and deed. *(For corporation, to include phrase - as well as the free and voluntary act and deed of the entity he/she/it/they represent/s in this instance.*

This instrument refers to a Contract of Lease, consisting of ten (10) pages, including this page on which this Acknowledgement is written, signed by the Lessee and two witnesses on each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and at the place above written.

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

Annex C



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City
Tel. Nos. (632) 8709-7198 • 1455
E-mail: member_relations@sss.gov.ph
Website <https://www.sss.gov.ph>

Invitation to Submit Expression of Interest to Apply For Eligibility and to Submit Superior Comparative Proposal

1. The Social Security System (SSS), through its Investment Property Department and Asset Management Division (AMD), is inviting interested Public and Private Sector Entities (PSEs)/Challenger Lessees (CLs) to submit superior comparative proposals to counter/challenge the agreed terms between the SSS and DDBS Advertising Unlimited, Inc. (DDBS), the Original Proponent Lessee (OPL) pertaining to the Proposed Contract of Lease (COL) between the said Parties on the SSS Property described below:

SSS Property	Address
184.50 sq.m. portion of the SSS East Triangle Property used for the footprint of an Advertisement Billboard	East Avenue corner EDSA, Barangay Pinyahan, Diliman, Quezon City.

2. Interested CLs must submit their Expressions of Interest (EOIs) personally or through email to the physical or email address stated below on or before **20 January 2023**.

The EOI must contain an undertaking by the CL that it will (a) adhere to the qualifications criteria; (b) not seek and obtain a writ of injunction or prohibition or restraining order against SSS, its directors, officials and staff to prevent or restrain the process, the award of the COL, as the case may be and implementation of the same; and (c) not institute any criminal, civil and/or administrative cases against SSS, its directors and officials.

If no EOI from a CL is received within the prescribed period, a COL shall be executed between SSS and DDBS and the Modified Competitive Challenge (MCC) process is deemed terminated.

3. CLs who filed their EOIs may upon payment of a non- refundable fee of Philippine Pesos: THREE THOUSAND (₱3,000.00). The TOR shall be received personally by the CL or his/her/its authorized representative at the address indicated below.

The mode of payment will be on a cash basis payable at the SSS Cash Management

Department, Ground Floor, SSS Main Office Building, East Avenue, Diliman, Quezon City upon accomplishment of SSS Form R-6.

The TOR may also be downloaded free of charge from the website of the SSS www.sss.gov.ph, provided that CL shall pay the applicable fee for the TOR not later than the submission of its bid.

4. CLs who filed their EOIs and purchased the TOR must submit their superior comparative proposals on **30 January 2023, 2:00 pm** at the 2nd Floor, Executive Lounge, SSS Main Office Building, East Avenue, Diliman, Quezon City. Late bids shall not be accepted.
5. A Pre-Selection Conference will be conducted on **24 January 2023, 2:00 p.m.** through face-to-face or online conference using Microsoft Teams, which shall be open to CLs who submitted the EOIs, but attendance shall not be mandatory. Kindly send the following on or before **23 January 2023** through the e-mail address indicated below:
 - a. Name of the representative and e-mail address; and
 - b. Technical and administrative queries
6. Only CLs who filed their EOIs and have purchased the TOR can request for clarification and/or make inquiries regarding the TOR, which shall be in writing and addressed to the Head of the SSS AMD. All inquiries should be received on or before **26 January 2023**, through the given physical address or through e-mail as specified below.

An MCC Bulletin shall be issued through email on or before **27 January 2023**.

7. If no CLs procure the TOR and/or submits superior comparative proposal, the COL will be executed between SSS and DDBS and the MCC process is deemed terminated. If there is/are an eligible CLs and compliant superior comparative proposals, DDBS shall have the right to outbid the same pursuant to the parameters set by SSS as stated in the TOR.
8. The SSS reserves the right to reject any and all application for qualification and eligibility found not in conformity with the relevant rules and policies set by SSS.

For further information, please refer to:

The Acting Head
Asset Management Division
5th Floor, c/o Investment Property Department
SSS Main Building, East Avenue, Diliman, Quezon City
Tel # (02) 8-709-7198 local 5179
Email add: investmentproperty@sss.gov.ph

Annex D

CHECKLIST OF DOCUMENTS

Documents
Eligibility Documents to be contained in the First Envelope
1. Duly notarized Eligibility Statement (Annex F)
2. Registration Certificate from Securities and Exchange Commission (SEC) for corporations and partnerships, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or a license to do business in the Philippines, if foreign entity;
3. Articles of Incorporation/ Partnership and By-Laws of the Prospective Lessee (PL) as amended by the latest amendments, or revisions if any;
4. Mayor's or Business permit issued by the city or municipality where the principal place of business of the PL is located;
5. A Board Resolution duly certified by the PL's Corporate Secretary expressly authorizing the 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;
6. Application to Lease Investment Property (ALIP) (Annex G);
7. The PL's Audited Financial Statements stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the Calendar/Fiscal Year 2020;
8. Income tax return corresponding to the submitted Audited Financial Statements and Business tax returns (e.g. Value Added Tax returns and/or percentage tax returns) for the last six (6) months and an updated tax clearance issued by the BIR;
9. Bank Statement with cash balance as stated in this TOR or a committed Line of Credit from a reputable Commercial/Universal Bank with amount as stated in this TOR;
10. Proof of Checking Account under the PL's name for issuance of post-dated checks;
11. Certification under oath by the PL or its authorized representative that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and that all statements and information provided therein are true and correct;
12. A letter authorizing SSS or its duly authorized representative/s to verify all of the documents submitted and authorizing SSS to check or review, at any time during the evaluation process, other relevant information affecting the PL or the Lease Proposal and should such review uncover any misrepresentations made in the Eligibility Documents or the Bid Proposal, or any change in the situation of the PL (including all the members of the JV or consortium), which affects the substance of its Lease Proposal, SSS may disqualify the PL from the bidding procedures and forfeit the PS, if posted;
13. If a JV or consortium, the PL (including all its JV/consortium members) shall submit to SSS a copy of the duly notarized JV Agreement/Memorandum of Agreement/Understanding which: (i) briefly describes the JV/consortium, the individual members of the JV/consortium and the extent of the participation of each member; (ii) 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 (iii) provides that the members shall be jointly and severally liable for the obligations of the PL under the award/COL;
14. Waiver of right to seek legal remedies (Sample - Annex H);
15. Sworn affidavit of the PL or its duly authorized representative stating that he/she or any officer of its corporation/ partnership/ institution/JV or consortium members, is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any member of the RA, any of the approving authorities, or any of the employees of the Asset Management Division (AMD) (Sample - Annex I).
16. Any government-issued identification card (SSS, GSIS, UMID, Passport, Driver's License).
SSS requires that each and every JV or consortium member shall submit all of the above Eligibility Documents, or, in the case of a foreign entity, its appropriate equivalent document, if any, issued by

the foreign entity's country. All equivalent foreign documents must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the documents if they are in other foreign languages. All PLs, including all members of the JV or consortium, shall be subject to the eligibility requirements.

If a Government Entity

1. Application to Lease Investment Property (ALIP) (**Annex G**);
2. Board Resolution authorizing the lease transaction as well as the authorized signatory to enter/sign/execute the Contract of Lease (COL);
3. Copy of the applicable law creating the government entity;
4. Proof of Fund Availability.

Bid Proposal to be contained in the Second Envelope

1. Bid Proposal (Sample - **Annex E**)
 2. Proposal Security
 3. Proposal Securing Declaration (Sample - **Annex J**)
-

Annex E

SAMPLE LEASE PROPOSAL

Date

The Acting Head

Asset Management Division

5th Floor, c/o Investment Property Department,
SSS Main Office Building, East Avenue,
Diliman, Quezon City

SIR:

I/We refer to the invitation of the Social Security System for Challenger Lessees to apply for eligibility and submit superior comparable proposal for the lease of the SSS property located at (State location of property). The SSS Property consists of (State identification/description of property).

Relative thereto, I/we/our company (state name of the Individual or Company Challenger Lessee), hereby, formally submits this proposal:

Minimum Bid Price for the 1st Year of Lease : _____
(In words and figures)

The undersigned is the duly authorized representative of the Challenger Lessee (Individual/Company) to make this proposal for and on his/its behalf.

Submitted by:

(signature)

Name of Authorized Representative

Position

Annex F

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

ELIGIBILITY STATEMENT

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

1. The (name of Company/Challenger Lessee) with office address at (address of Challenger Lessee) is interested to participate in the Modified Competitive Challenge for the lease of the SSS Property _____ located at _____
2. I am the (designation) of the (Challenger Lessee), duly authorized to make this Statement for and on its behalf;
3. The (Challenger Lessee) has no pending or unpaid tax liabilities in the Philippines;
4. The (Challenger Lessee) has not been disqualified or is not “blacklisted” or barred from bidding by any government agency, instrumentality, GOCC or any bilateral or multilateral agency such as but not limited to the Asian Development Bank and the World Bank, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
5. The (Challenger Lessee) accepts the Terms of Reference, qualification criteria and the terms and conditions set by SSS;
6. The (Challenger Lessee), if awarded the contract to lease the subject SSS Property, commits to comply with the rules, regulations and standards set by the SSS and all other pertinent and relevant laws, rules, regulations and issuance of the agencies of the National Government and of the Local Government, for the entire duration of the contract period;
7. The (Challenger Lessee) commits to abide by the decision of the SSS, waives any right to seek and obtain a writ of injunction or prohibition or restraining order against the Social Security Commission (SSC), the Social Security System (SSS), the Lease Selection Committee (LSC), the Technical Working Group (TWG), SSS officers and staff, to prevent or restrain the qualification proceedings related thereto, the award of the contract to a successful Prospective Lessee, and the carrying out of the awarded lease contract;
8. Each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and all statements and information provided herein are true and correct. Any falsity, error, or misrepresentation shall constitute a ground for disqualification from this bidding proceedings or revocation of award as determined by SSS;
9. (Challenger Lessee), its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any member of the SSC, the SSS officers and staff, on matters concerning this undertaking from the date of submission of the Lease Proposal up to the conclusion of the bidding process.
10. The (Challenger Lessee), 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 SSC member, and/or SSS officers and staff, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the “Anti-Graft and Corrupt Practices Act”, as amended.

11. The (Challenger Lessee) is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (RA 9160).

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex G-1

APPLICATION FORM FOR BUSINESS ENTITY (FRONT PORTION)

<div style="text-align: center;"> <p>Republic of the Philippines SOCIAL SECURITY SYSTEM APPLICATION TO LEASE INVESTMENT PROPERTY (ALIP) COMPANY/BUSINESS</p> <p style="text-align: center;"> <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL </p> <p style="font-size: 8px; color: red;">PLEASE READ THE INSTRUCTIONS AND REMINDERS AT THE BACK BEFORE FILLING OUT THIS FORM. PRINT ALL INFORMATION IN CAPITAL LETTERS AND USE BLACK INK ONLY.</p> </div>								
PART I - TO BE FILLED OUT BY THE PROSPECTIVE LESSEE								
A. PROPERTY INFORMATION								
LEASE OF <input type="checkbox"/> RESIDENTIAL UNIT <input type="checkbox"/> OFFICE <input type="checkbox"/> PARKING/BLDT <input type="checkbox"/> COMMERCIAL SPACED/UNIT <input type="checkbox"/> LOT : _____, R.C.M. PROPERTY (APPLICANT NO. & BLDG. NUMBER/LOT NO.) (MUNICIPALITY/DISTRICT/CITY/TOWN) (CITY/MUNICIPALITY) (PROVINCE)								
B. INTENT TO LEASE								
_____ (Applicant), as herein represented by the undersigned, intends to lease the above property to be used as a _____ starting _____ 20____ for a term of _____ (month/year). Preferred Mode of Payment: <input type="checkbox"/> Issuance of Postdated Checks (Amount should be under applicant's name) _____ <input type="checkbox"/> Advance payment (advance of 3 months) SIGNATURE OVER PRINTED NAME OF OWNER/ AUTHORIZED REPRESENTATIVE & POSITION								
C. COMPANY/BUSINESS INFORMATION								
EMPLOYER'S ID NUMBER		BUSINESS NAME						
TAX IDENTIFICATION NUMBER		NATURE OF BUSINESS		VAT EXEMPT? Yes/No _____ <input type="checkbox"/> PEZA <input type="checkbox"/> Others, specify _____				
MAIN OFFICE ADDRESS (APPLICANT NO. & BLDG. NUMBER/LOT NO.) (STREET NAME) (SUBDIVISION) (MUNICIPALITY/DISTRICT/CITY/TOWN)								
				LENGTH OF STAY: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent				
FOREIGN ADDRESS (APPLICANT NO. & BLDG. NAME) (STREET NAME) (SUBDIVISION) (MUNICIPALITY/DISTRICT/CITY/TOWN)								
				LENGTH OF STAY: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent				
APPLICANT WAS REFERRED BY BROKER? <input type="checkbox"/> Yes <input type="checkbox"/> No								
D. OWNER'S/AUTHORIZED REPRESENTATIVE'S INFORMATION (APPLICANT)								
SSS NUMBER		NAME (LAST NAME) (FIRST NAME) (MIDDLE NAME)						
TAX IDENTIFICATION NUMBER	E-MAIL ADDRESS	OFFICE TEL. NUMBER	CELL PHONE NUMBER	OFFICE FAX NUMBER				
HOME ADDRESS (APPLICANT NO. & BLDG. NUMBER/LOT NO.) (STREET NAME) (SUBDIVISION) (MUNICIPALITY/DISTRICT/CITY/TOWN)								
				LENGTH OF STAY: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Company Provided <input type="checkbox"/> Living with Relative				
POSITION		DEPARTMENT		LENGTH OF SERVICE				
E. CERTIFICATION, DATA PRIVACY CONSENT AND AUTHORIZATION								
1. (To be certified based on the information furnished herein and based on the best of my own knowledge) 2. (To be locally consented to: • the collection, data capture, storage, retention and sharing of my personal data to carry out the purpose of this application; • disposal of the application in accordance consistent with the Data Privacy Act. 3. (To be local) that all these data shall be kept confidential by SSS.								
_____ PRINTED NAME OF OWNER/ AUTHORIZED REPRESENTATIVE		_____ SIGNATURE	_____ DATE	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="text-align: center; vertical-align: middle;">OWNER REPRESENTATIVE</td> <td style="text-align: center; vertical-align: middle;">OCCUPANT (For Residential Units Only)</td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">1 X 1</td> <td style="text-align: center; vertical-align: middle;">1 X 1</td> </tr> </table>	OWNER REPRESENTATIVE	OCCUPANT (For Residential Units Only)	1 X 1	1 X 1
OWNER REPRESENTATIVE	OCCUPANT (For Residential Units Only)							
1 X 1	1 X 1							
_____ PRINTED NAME OF OCCUPANT (FOR RESIDENTIAL UNITS ONLY)		_____ SIGNATURE	_____ DATE					
PART II - TO BE FILLED OUT BY SSS								
RECEIVED AND SCREENED BY								
_____	_____	_____	_____	_____				
SIGNATURE OVER PRINTED NAME	DEPARTMENT	DESIGNATION	DATE & TIME					
PROGRAMS FILED								
<div style="text-align: center;"> <p>SOCIAL SECURITY SYSTEM APPLICATION TO LEASE SSS PROPERTY - COMPANY/BUSINESS ACKNOWLEDGEMENT STUB</p> </div>								
PROPERTY		NAME (LAST NAME) (FIRST NAME) (MIDDLE NAME)		CONTROL NUMBER				
RECEIVED AND SCREENED BY		DATE RECEIVED		RECEIVING DEPARTMENT				
_____	_____	_____	_____	_____				
SIGNATURE OVER PRINTED NAME		DESIGNATION						

Annex G-2

APPLICATION FORM FOR BUSINESS ENTITY (BACK PORTION)

PART III- OCCUPANT INFORMATION (FOR LEASE OF RESIDENTIAL UNIT) (Please use additional sheet, if necessary)						
NAME (Last name)	(First name)	(Middle name)	AGE	NATIONALITY	RELATIONSHIP TO LESSEE	CONTACT NO./EMAIL ADD.
PART IV- SSS ACCREDITED BROKER'S INFORMATION						
Type <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> COMPANY		BROKER/COMPANY NAME			REPRESENTATIVE/EMPLOYEE NAME	
EMPLOYER'S NUMBER		LICENSE NO.	EXPIRATION DATE (MM/DD/YYYY)		E-MAIL ADDRESS	
TAX IDENTIFICATION NUMBER		CELL PHONE NUMBER	TELEPHONE NUMBER		FAX NUMBER	
HOME/COMPANY ADDRESS (MAY CONTAIN LEASE NO.) (HOUSE/OTR/BLK. NO.) (CITY/STATE)						
(BARANGAY/DISTRICT/CITY/TOWN)		(CITY/MUNICIPALITY)	(PROVINCE)	(COUNTRY)		
INSTRUCTIONS						
<ol style="list-style-type: none"> 1) Accomplish one (1) copy of this form. (Emphases and attentions must be counter-signed). 2) Place a checkmark on the applicable box. 3) Affix recent 1 x 1 photo 4) Write "N/A" for items not applicable 5) This application shall be filed personally by the prospective lessee/authorized representative/real estate broker 6) Submit this form to Investment Property Department(IPD) and the required documents listed below 						
DOCUMENTARY REQUIREMENTS GUIDE						
IDENTIFICATION REQUIREMENTS (Present the original) Any of the following: <input type="checkbox"/> 1 SSS/IGDS (ID/UID) <input type="checkbox"/> 2 Passport <input type="checkbox"/> 3 Driver's License <input type="checkbox"/> 4 Government issued ID			ADDITIONAL DOCUMENTARY REQUIREMENTS (Present the original) For Sole Proprietorship <input type="checkbox"/> 5 DTI Registration For Corporation/partnership/joint venture <input type="checkbox"/> 6 SEC Registration of the Lessee or in case of a foreign entity, a license to do business in the Philippines. <input type="checkbox"/> 7 Articles of Incorporation/Partnership, By Laws of the Lessee as amended, if any <input type="checkbox"/> 8 Mayor's Permit issued by the City or Municipality where the principal place of business of the Lessee is located <input type="checkbox"/> 9 Board Resolution duly certified by the Corporate Secretary authorizing the lease as well as authorized signatories to execute the Contract of Lease For Government Agencies <input type="checkbox"/> 6 Board Resolution duly certified by the Corporate Secretary authorizing the lease as well as authorized signatories to execute the Contract of Lease <input type="checkbox"/> 7 Applicable law creating the government agency/entity <input type="checkbox"/> 8 Proof of fund availability			
DOCUMENTARY REQUIREMENTS (Present the original) <input type="checkbox"/> 1 Latest Income/Business Tax Return, if applicable <input type="checkbox"/> 2 Certificate of Registration (COR) from BIR/ (BIR Form 2303) <input type="checkbox"/> 3 Tax Clearance issued by BIR <input type="checkbox"/> 4 Certificate Under oath that prospective lessee is free and clear of all tax liabilities to the government <input type="checkbox"/> 5 Sketch plan, specification, scope of work and cost estimate of proposed improvement, if any						
KEY POLICIES						
<ul style="list-style-type: none"> • Lease of SSS properties is on "as-is-where-is" basis. • Effectivity/Move-In Date shall be the first day of the month following the month of receipt of the Notice of Approval issued by IPD. • Payment of Security Deposit, Advance Rent and issuance of POC shall be made before move-in date. • Contract of Lease shall be signed by the Lessee/Lessee's authorized signatories at the SSS Main Office. • Incomplete documentary requirements will not be accepted. <p>We understand that this application is subject to evaluation and approval by the approving authorities and confirmation by the Social Security Commission (SSC).</p>						
_____ PRINTED NAME OF APPLICANT		_____ SIGNATURE		_____ DATE		

Annex H

SAMPLE FORM – WAIVER OF RIGHT TO SEEK LEGAL REMEDIES

Date: _____

The Acting Head
Asset Management Division
Social Security System
5th Floor, c/o Investment Property Department
SSS Main Office Building, East Avenue, Diliman, Quezon City

Subject: Lease of _____

Madam:

As a duly authorized representative of *[Name of Company]*, (hereinafter referred to as the “Company”), and in connection with the Invitation to Apply for Eligibility and Submit Superior Comparative Proposal for the lease of the subject SSS property consisting of _____ **on as-is where-is basis**, the undersigned on behalf of the Company, hereby expressly and formally commits to abide by the decision of the SSS for subject Property to determine the eligibility of Lessees as well as the eventual Winning Lessee (WL) among them, if any.

Accordingly, and in accordance with the Terms of Reference (TOR) for the Modified Competitive Challenge (MCC) process of the subject SSS property, the Company hereby holds the SSS free and harmless from any liability, costs and expenses, suit or allegation arising out of the Company’s participating in the MCC 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 bidding proceedings related thereto and from awarding and executing a contract with the WL as determined by the SSS.

Very truly yours,

Authorized representative (Please enclose letter of authority)

Name and Signature: _____

Title/Position : _____

Date : _____

Annex I

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

AFFIDAVIT

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

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

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

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

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

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

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

3. **Select one, delete the rest:**

[If a sole proprietorship:] *[Name of Prospective Lessee]* is not related by consanguinity or affinity within the third civil degree to any member of the Social Security Commission, the SSS President and CEO, any member of the Lease Selection Committee, or any SSS approving authorities, or any employee of the SSS Asset Management Division;

[If a partnership or cooperative:] None of the officers and members of *[Name of Prospective Lessee]* is related by consanguinity or affinity within the third civil degree to any member of the Social Security Commission, the SSS President and CEO, any member of the Lease Selection Committee, or any SSS approving authorities, or any employee of the SSS Asset Management Division;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Prospective Lessee]* is related by consanguinity or affinity within the third civil degree to any member of the Social Security Commission, the SSS President and CEO, any member of the Lease Selection Committee, or any SSS approving authorities, or any employee of the SSS Asset Management Division;

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 22__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

Jurat

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

Annex J

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

PROPOSAL SECURING DECLARATION (shall be submitted with the Bid and Proposal Security)

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, a challenger lessee shall also submit a Proposal Securing Declaration simultaneous to the posting of Proposal Security.
2. I/We warrant that the proposal security submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the opening of the lease proposals;
3. I/We, when selected as the winning lessee, shall enter into contract with SSS and furnish the required Security Deposits from receipt of the Notice of Award and prior to the execution of the contract of lease;
4. I/We acknowledge that SSS reserves the right to disqualify me/us for a period of time from participating in any of its selection/procurement activity, regardless of mode, in the event I/we violate any of the conditions stated herein including but not limited to, not entering into the contract of lease with SSS when selected, or failure to perform its obligations under the said contract;
5. I/We acknowledge that the proposal security shall automatically be forfeited in favor of the SSS in the event that I/we withdraw my/our proposal during its validity, fail to and/or refuse to enter into a contract with the SSS when selected or when there is a failure to furnish the required security deposit.

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

Name of Challenger Lessee/Authorized Representative

[Jurat]

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