



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM

TERMS OF REFERENCE

**MODIFIED COMPETITIVE CHALLENGE
FOR THE LEASE OF**

SSS PARKING SPACES

Pioneer West Highlands

**Located in Pioneer Highlands Condominium, corner Pioneer and
Madison Streets, Mandaluyong City**



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PROJECT RATIONALE

The Social Security System (SSS) properties subject of bid are composed of three (3) parking spaces at Pioneer West Highlands (PWH), Pioneer Highlands Condominium, corner Pioneer and Madison Streets, Barangay Barangka Ilaya, Mandaluyong City. Said properties are currently leased-out to a private entity.

The SSS received from the existing tenant its written notice of intent to participate in the Modified Competitive Challenge (MCC) procedure for the renewal of its lease within the allotted period. The tenant which has conformed to the terms and conditions and passed the eligibility requirements of the SSS for the lease of subject property thru MCC shall hereinafter be referred to as the Original Proponent Lessee (OPL).

Pursuant to the provisions of the approved Guidelines for the Lease of SSS Investment Properties under Office Order No. 2020-068 and in compliance with the Government Accounting and Auditing Manual (GAAM) specifically Sec. 531 – Revenue-generating contract defined, 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 negotiated terms of the Lease with the OPLs shall be subjected to the MCC procedure, wherein the eligible public or private sector entities (PSEs) shall be allowed to submit comparable proposals.

This Terms of Reference (TOR) describe the MCC procedures that shall be followed in connection with the intent of the SSS to invite PSEs/Challenger Lessees (CL) to apply for eligibility and to submit a comparable proposal for the lease of the subject SSS Property. The TOR shall also detail the requirements for eligibility to qualify as a CL, who may be entitled to submit a 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 the Eligibility Documents and Lease Proposals.

This Bidding shall be administered by the SSS-Recommendng Authorities (SSS-RA). Any decision of and/or action taken by the SSS-RA is recommendatory and is subject to the approval/ratification/confirmation of the Social Security Commission (SSC).

I. PROPERTY BACKGROUND

1. Property Description

The SSS Properties for bidding are described as three (3) parking spaces and located at Pioneer West Highlands (PWH), Mandaluyong City.

Pioneer West Highlands is part of the Pioneer Highlands Condominium development located at the northwest corner of Pioneer and Madison Streets within Barangay Barangka Ilaya, Mandaluyong City. It lies about 220 meters southeast from Epifanio Delos Santos Avenue (EDSA) corner Pioneer Street about 300 meters southeast from MRT 3 – Boni Station and approximately 1.30 kilometer southwest from Shaw Boulevard corner Pioneer Street.

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

2. Land Data

The Properties for bid are technically identified as follows:

Property	Use	Area (sq.m.)	CCT/TCT Nos.	Registry of Deeds	OPL
B3-256	Parking Space	12.50	13874	Mandaluyong	Construction Company
B3-258	Parking Space	12.50	13876	Mandaluyong	Construction Company
B3-178A	Parking Space	12.50	18845	Mandaluyong	Construction Company

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	Challenger Lessee (CL)	Refers to private sector entities (PSEs) eligible to submit superior comparative proposal.
2	Highest Ranked Bid (HRB)	Lease Proposal with the highest bid among the proposals submitted by all CLs.
3	Highest Ranked Complying Bid (HRCB)	HRB that passes post-qualification
4	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

5	Minimum Percentage of Challenge (MPC) – 3% of 1 st year rent	The MPC shall be 3% of the one year total rent as shown in the IFC/MCC/PS Table under Section III of this TOR, inclusive of VAT, to be paid upfront by the winning lessee upon the execution of the contract in addition to the other obligations therein. All Lease Proposal prices shall be quoted in Philippine Pesos
6	Modified Competitive Challenge (MCC)	It is one of the approved competitive procedures by the SSC in selecting a lessee to an SSS Investment Property under the leasing guidelines pursuant to the Guidelines for the Lease of IPs as approved by the SSC in its Resolution No.403-s.2020.
7	Competitive Challenge Bulletin (CC Bulletin)	To be issued by the SSS-LSC for any clarifications, amendments and/or supplements to the Invitation to Apply for Eligibility and Submit a Superior Comparative Proposals (IAESSCP) and to this TOR.
8	Original Proponent Lessee (OPL)	Status accorded to the Lessee with pre-existing contract who conforms to the terms and conditions, posts the Proposal Security, and update the documentary requirements it earlier submitted for the current lease.
9	Proposal Security (PS)	Proposal Security deposit is issued <u>in favor</u> of the SSS by the OPL and CL as security for their faithful compliance to the conditions of the lease project including but not limited to entering into the Contract of Lease with SSS when selected. It shall be in the form of cash or 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 monthly rent, inclusive of VAT, as shown in the MBP & PS Table under Section III & IV of this TOR.
10	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.
11	SSS-RA	Refers to the SSS Recommending Authorities (RA) authorized under the Lease Guidelines to undertake the MCC procedures for the lease of the SSS Properties with total rental amount for the first-year lease (VAT exclusive) of Php10M and below.
12	Social Security Commission (SSC)	The governing Board and policy-making Body of the SSS.
13	Winning Lessee (WL)	Refers to either the OPL which submitted a better offer whose negotiated total amount of rent remains highest/higher than those submitted by a CL, if any, or the CL deemed as the HRCB and approved by the SSC, 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 A pply for E ligibility and to S ubmit S uperior C omparable P roposal
IFC	Item for Challenge
IP	Investment Property
LAMG	Lending and Asset Management Group
LSC	Local Screening Committee
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
PL	Prospective Lessee
PS	Proposal Security
PSE	Public/Private Sector Entities
PTE	Permit to Enter
RA	Recommending Authority/ies
ROPAAAD	Real and Other Properties Acquired and Acquired Assets Department
SSC	Social Security Commission
SSS	Social Security System
SVP	Senior Vice President
TOR	Terms of Reference
WL	Winning Lessee

III. ITEM FOR CHALLENGE (IFC), MINIMUM PERCENTAGE OF CHALLENGE (MPC) and PROPOSAL SECURITY (PS)

The only IFC shall be the total rent for the one-year lease period.

The MPC shall be 3% of the total rent for the one-year lease as shown below, inclusive of VAT, to be paid upfront by the winning lessee upon the execution of the contract in addition to the other obligations therein.

IFC/MPC/PS Table:

Property	Proposal Security (Monthly Rent Inclusive of VAT)	IFC (Total Rent for One Year Lease Inclusive of VAT)	MPC (3% of Total Rent for One Year)
PS B3-256, B3-258 & B3-178-A	Php148,899.85 17,577.60	Php1,786,798.20 210,931.20	Php53,603.95 6,327.94

A lease proposal containing an amount less than the MPC shall automatically be rejected. All Lease Proposal prices shall be quoted in Philippine Pesos.

IV. MANDATORY PURCHASE OF TERMS OF REFERENCE (TOR)

CLs are required to purchase the TOR for a non-refundable fee of THREE THOUSAND PESOS (Php3,000.00) to be able to participate in the MCC procedures including the preselection process.

A complete set of TOR may be acquired by interested CL starting _____ 2023 up to the scheduled submission & opening of eligibility documents from the address stated in the last item of the **Invitation to Apply for Eligibility and to Submit Superior Comparative Proposal (Invitation)** and upon payment of the non-refundable fee for the TOR.

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

V. LEASE TERMS AND CONDITIONS

The SSC, under its Resolution No. 403-s.2020 dated 05 August 2020, conferred to the tenants with pre-existing contracts the status of OPL upon the latter's conformity with the following terms and conditions, subject to a challenge to the proposed rent for the one-year lease through the conduct of MCC:

1. Rental Rate / Lease Period

UNIT	Rental Rate (Php/slot)	Monthly Rent (Php)	12% VAT (Php)	Monthly Rent w/ VAT (Php)	Annual Rent w/ VAT (Php)
B3-256	5,231.43	5,231.43	627.77	5,859.20	70,310.40
B3-258	5,231.43	5,231.43	627.77	5,859.20	70,310.40
B3-178-A	5,231.43	5,231.43	627.77	5,859.20	70,310.40

TOTAL		15,694.29	1,883.31	17,577.60	210,931.20
Lease Period: One (1) year (To commence on the 1st day of the month following the month of receipt by the Winning Lessee of the Notice of Award/Approval of Lease Proposal from the RA. The RA shall notify the Winning Lessee within five (5) calendar days upon receipt by the RA of the Approval of the Award/Lease by the approving authority)					
Contract Amount : Php210,931.20					

2. Common Terms and Conditions:

1	Advance Rent	Equivalent to two (2) months rental, to be applied at the start of the lease term								
2	Security Deposit	Equivalent to 2 months' rent inclusive of VAT								
3	Mode of Payment	Issuance of twelve (12) Postdated Checks dated every 1 st day of the applicable month for the one-year lease upon execution of the Contract of Lease								
4	Utilities, Maintenance, Association Dues, 12% VAT on Rent and Real Property Tax	For the <u>sole</u> account of the Lessee								
5	Delay/Non-Payment of Rentals & Dues	In case of default in the payment of monthly rentals, Deposit and other charges, the Lessee shall pay the Lessor a penalty in the amount equivalent to Two Percent (2%) of the amount due, per month, computed from the date of delinquency, without prejudice to the right of the Lessor to terminate the Contract of Lease.								
6	Extrajudicial Termination of Lease	<p>The SSS or lessee may extrajudicially terminate the lease for violation of contract. In case the termination is due to the lessee's violation of the contract, the SSS shall forfeit all the bonds/securities and monies so far posted and/or remitted by the lessee in relation to the lease, without prejudice to the filing of appropriate action, if any.</p> <p>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 ninety (90) calendar days after receipt by the other party of the notice to terminate.</p> <p>In case the Lessee initiates the extrajudicial termination of the Contract for convenience, the Lessee shall pay the Lessor a Termination Fee, to be deducted from the Security Deposit, in accordance with the following:</p> <table border="1"> <thead> <tr> <th>Date of Pre-termination</th> <th>Percentage of Forfeiture (VAT Component, excluded)</th> </tr> </thead> <tbody> <tr> <td>Within 1st half of lease term</td> <td>100% of security deposit</td> </tr> <tr> <td>Within 3rd quarter of lease term</td> <td>50% of security deposit</td> </tr> <tr> <td>Within 4th quarter of lease term</td> <td>25% of security deposit</td> </tr> </tbody> </table> <p>Portion of the Security Deposit not forfeited shall be returned to the Lessee subject to deductions, if any.</p>	Date of Pre-termination	Percentage of Forfeiture (VAT Component, excluded)	Within 1 st half of lease term	100% of security deposit	Within 3 rd quarter of lease term	50% of security deposit	Within 4 th quarter of lease term	25% of security deposit
Date of Pre-termination	Percentage of Forfeiture (VAT Component, excluded)									
Within 1 st half of lease term	100% of security deposit									
Within 3 rd quarter of lease term	50% of security deposit									
Within 4 th quarter of lease term	25% of security deposit									

7	Lease Proposals received bearing an amount that is below the MPC/IFC shall be automatically rejected at the opening of the Lease Proposals.
8	<p>USE OF THE LEASED PREMISES</p> <ol style="list-style-type: none"> 1. The LEASED PREMISES shall be used by the LESSEE only for the purpose they are intended for (e.g., office, parking, and ATM space). 2. The Lessee shall not use the leased property including any improvements thereon for: <ol style="list-style-type: none"> a. Purposes other than and/or contrary to what is permitted in the contract; b. Purposes which are illegal, immoral, or contrary to public policy; c. Purposes or acts as may be prohibited by the SSS; d. 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 e. Any activity which may endanger the environment through ecological disturbances and other analogous activities. 3. The Lessee shall take all precautions necessary to protect the Leased Property against predictable damage and/or damages caused by fortuitous events.

VI. RIGHTS AND RESPONSIBILITIES OF THE SSS, CL AND OPL UNDER THE MCC

1. The SSS shall:
 - 1.1 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;
 - 1.2 Provide the prospective lessees with all the relevant information and pertinent documents such as copy of the property titles, maps, location and building plans necessary to enable them to make a sound decision and competitive bid;
 - 1.3 Ensure conduct of bidding process based on the principles of public advantage, accountability, competition, and transparency.
 - 1.4 Give the Winning Lessee the sole right to lease, rehabilitate in whole or in part, operate and manage the Leased Property, subject to the restrictions and terms and conditions of the agreements entered into between SSS and the Winning Lessee;
 - 1.5 Deliver possession of the Leased Property to the Winning Lessee, on an “**as is, where-is**” basis, upon the execution of the *Contract of Lease*;
 - 1.6 Protect the lessee’s peaceful and adequate enjoyment of the Leased Property for the entire duration of the contract against any claims of third persons on the ownership of the property;
 - 1.7 Rescind the Contract of Lease in case the lessee violates any of the provisions under this TOR; and
 - 1.8 Perform such other obligations as may be stated and/or incidental to those stated in the Contract of Lease.

2. The CL shall:

- 2.1 Be solely responsible for its own due diligence on all matters relating to this TOR and the Leased 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 LSC. 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.
- 2.2 Investigate/examine the Leased Property, its existing structures, facilities, utilities, general characteristics, condition, and its surrounding vicinities that may affect directly or indirectly the actual execution of the Comparative Lease Proposal and such other information as to allow the CL to make a competitive estimate. The CL, by the act of submitting its Comparative Lease Proposal, acknowledges that it has inspected the Leased Property and accepted all the terms and conditions as set forth in this TOR.
- 2.3 Be responsible for having taken steps to carefully examine this TOR including its attachments and be deemed to have become familiar with all existing laws, decrees, ordinances, acts, rules, and regulations, which may affect this TOR.
- 2.4 Bear all costs associated with the preparation and submission of the Comparative 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.
- 2.5 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;
- 2.6 Authorize the SSS or its duly authorized representative/s to verify all the documents submitted;
- 2.7 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 bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the CL is a corporation, partnership, or joint venture (if applicable); and
- 2.8 Post the Proposal Security in the amount/form and date as stated in the TOR.

3. The OPL shall:

- 3.1 Manifest in writing 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;
- 3.2 Update the documentary requirements it earlier submitted for the current lease;
- 3.3 Post the Proposal Security in the amount/form and date as stated in this TOR; and
- 3.4 Have the right to outbid the superior or most advantageous offer of CL.

4. The WL shall:

- 4.1 Strictly comply with the terms and conditions of the Contract of Lease 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 A**” – **Pro-forma Contract of Lease**);
- 4.2 Pay, at its sole account, all applicable taxes, licenses, fees, and charges due on the lease transaction, the Leased Property, and its improvements, and those that may be imposed by law during the entire term of the Contract of Lease;
- 4.3 Pay the monthly rental at the due date without need for demand;
- 4.4 Undertake the property management, including operations, administration, maintenance, and security upon signing of the Contract of Lease for the duration of the lease period; and
- 4.5 Perform such other obligations as may be stated and/or incidental to those stated in the Contract of Lease and Terms of Reference.

VII. ELIGIBLE CL/PL

The following persons, natural or juridical, including foreigners authorized by law to reside and/or conduct business in the Philippines, subject to eligibility requirements, may be allowed to lease SSS investment properties.

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

VIII. ELIGIBILITY CRITERIA

Only eligible CLs shall be allowed to submit a Lease Proposal. A CL shall be considered eligible if it satisfies all of the following criteria:

1. **Legal Requirements.** The CL 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.
2. **Financial Capability.** The CL must have a cash balance or a credit line from a reputable commercial/universal bank of at least equal to the total annual rent for the property in which as a proof, a copy of the latest Certified Bank Balance or Credit

Line Facility must be duly submitted. The CL must be up to date in its payment of all applicable taxes and must be able to submit an updated tax clearance.

IX. MODIFIED COMPETITIVE CHALLENGE (MCC) PROCESS

A. GENERAL PROCESS FLOW

1. Posting of Proposal Security Deposit by the Original Proponent Lessee (OPL)
2. Publication of the IAESSCP
3. Pre-Selection Conference
4. Submission, opening and evaluation of Eligibility Documents and Lease Proposals of CL
5. Post-Qualification of the CL with the HRB
6. Exercise Right to Outbid by the OPL, if applicable
7. Issuance of Notice of Award
8. Execution of Contract of Lease and Implementation

B. DETAILED PROCESS

1. **Posting of Proposal Security (PS).** The OPL shall post PS in the amount equivalent to at least one (1) month proposed rent, inclusive of VAT, in the form of bank manager's check or cashier's check issued by any universal/commercial bank within seven (7) calendar days from receipt of the SSS Notice to post PS.
2. **Publication of Invitation** SSS-RA 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 B**" is a copy of the IAESSCP.
3. **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 _____, 2023 to the SSS-RA thru email address _____. The EOI must contain an undertaking by the CL that it will adhere to the eligibility 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.

4. **Pre-Selection Conference.** Prospective Lessees (PLs) are invited to attend a Pre-Selection Conference set on _____, 10:00 a.m. The objective of the conference is to discuss the Property, this TOR, and other possible questions from the PLs. The venue of the conference shall be at the _____, SSS Building,

East Avenue, Diliman, Quezon City.

PLs are encouraged to attend the Pre-Selection Conference to ensure that they fully understand the SSS requirements. Non-attendance by the PL shall in no way prejudice its Lease Proposal, however, the PL is expected to know the changes and/or amendments to the Eligibility Documents discussed during the Pre-Selection Conference.

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

In the event of any form of community quarantine, the SSS has the right to conduct pre-selection conference via on-line video conferencing.

5. **Submission of Eligibility Documents and Lease Proposals together with the Proposal Security Deposit.** Interested CLs are requested to submit the required Eligibility Documents, Lease Proposal and Proposal Security to SSS-RA on or before 10:00 a.m. of _____, 2023. The Eligibility Documents and Lease Proposal shall be submitted simultaneously but in two (2) separate sealed envelopes.

5.1 **First Envelope.** This will contain one (1) set of Original Eligibility Documents listed in Annex D, to be placed inside a sealed envelope and two (2) other sets of Certified True Copies (CTC) thereof, with each set contained in a separate sealed envelope.

5.2 **Second Envelope.** This will contain one (1) set of Original Lease Proposal (see "**Annex C - Sample Lease Proposal**") placed inside a sealed envelope and two (2) other sets of Certified True Copies (CTC)-thereof, with each set contained in a separate sealed envelope.-

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

5.3 **Sealing and Marking of Eligibility Documents/Lease Proposal**

The First Envelope shall be appropriately marked as "ORIGINAL/CERTIFIED TRUE COPIES—ELIGIBILITY DOCUMENTS" while the Second Envelope shall be appropriately marked as "ORIGINAL/CERTIFIED TRUE COPIES—LEASE PROPOSAL"

Each set of sealed envelopes for Eligibility Documents and Lease Proposal shall similarly be marked as "ORIGINAL – ELIGIBILITY DOCUMENTS" and "COPY NO. _____ (1 & 2) – ELIGIBILITY DOCUMENTS" and "ORIGINAL – LEASE PROPOSAL" and "COPY NO. _____ (1 & 2) – LEASE PROPOSAL", respectively. All envelopes shall:

- a. contain the name of the Property, "**SSS Unit 606 & 607 PCC**", **PARKING SLOTS TAYO** subject of the MCC in capital letters;
- b. bear the name and address of the CL in capital letters;
- c. be addressed to the LSC as identified in the IAESSCP
- d. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of the Eligibility Documents.

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

- 5.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the CL.
- 5.6 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 and Lease Proposal.

5.7 **Eligibility Documents.** (See “**Annex D**” – **Checklist of Documents**)

A. For Individual Lessee

1. Duly Notarized Eligibility Statement attached as “**Annex E**” of this TOR;
2. Certificate of Employment and Compensation (CEC) or Certification Under Oath of Source of Income;
3. Latest Income Tax Return (ITR), if applicable;
4. Bank Statement or Proof of Checking Account under Applicant’s Name (for issuance of PDCs);
5. Any of the following Identification Card:
 - a. SSS/GSIS UMID ID
 - b. Passport
 - c. Driver’s License
 - d. Government issued ID
6. Sworn affidavit of the challenger lessee or its duly authorized representative stating that he/she is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any member of the Committee, any of the approving authorities, or any of the employees of the Asset Management Division (AMD);
7. Proposal Securing Declaration (**Annex G**).

B. For Company/Business

1. Duly Notarized Eligibility Statement attached as “**Annex E**” of this TOR;
2. Registration Certificate from the Securities and Exchange Commission (SEC) if partnership or a corporation, Department of Trade and Industry (DTI) if single proprietorship, Cooperative Development Authority (CDA) if cooperative, or a license to do business in the Philippines, if foreign entity;
3. Mayor’s permit issued by the city or municipality where the principal place of business of the CL is located;
4. A Board Resolution duly certified by the CL’s Corporate Secretary expressly authorizing the corporation’s participation in the MCC process, nominating, appointing, and authorizing a representative to communicate, represent, sign, and execute contracts and other documents relative thereto;
5. The CL’s latest audited financial statements;
6. Certification from at least one (1) universal or commercial bank stating that the CL is banking with them and with a bank balance and/or Credit

Line Facility in the amount of at least equal to the total annual rent for the property subject of his/her/its bid;

7. If a JV or consortium, the CL (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 CL under the award/contract;
8. Waiver of right to seek legal remedies in the form of “**Annex F**”;
9. Latest income/business tax returns and tax clearance issued by the BIR;
10. Sworn affidavit of the prospective lessee or its duly authorized representative stating that he/she or any officer of its corporation/partnership/institution/joint venture is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any member of the Committee, any of the approving authorities, or any of the employees of the AMD; and
11. Proposal Securing Declaration (**Annex G**).

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 CLs, including all members of the JV or consortium, shall be subject to the eligibility requirements.

C. For Government Agencies

1. Duly Notarized Eligibility Statement attached as “**Annex E**” of this TOR;
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; and
5. Other pertinent documents that may be required by SSS.

5.8 Lease Proposal. The Lease Proposal shall consist of the following:

- a. **Lease Proposal.** Eligible CL should submit its Lease Proposal duly signed by its authorized representative, stating its acceptance of the terms and conditions for the lease of the selected Leased Property and its bid proposal on the Minimum Percentage of Challenge (MPC), which shall not be less than 3% of the one-year rent, inclusive of VAT, as shown on the IFC/MCC Table under Section III of this TOR.

b. Proposal Security Deposit. The Proposal Security Deposit issued in favor of the SSS, shall be equivalent to at least the one (1) month rent, inclusive of VAT, for the selected property as shown on *Section III, IFC/MCC/PS Table*, which shall be in the form of bank manager's check or cashier's check payable to SSS issued by any universal/commercial bank doing business in the Philippines. The Proposal Security Deposit of the WL shall be treated as earnest money and shall form part of the required security deposit upon signing of the Contract of Lease.

The PS must be valid for one hundred eighty (180) calendar days from the date of the opening of the proposals, or from the submission of proposal in the case of a PL applying as OPL under MCC mode.

Any Lease Proposal not accompanied by a Proposal Security Deposit shall be rejected outright by the SSS.

The Proposal Security Deposit of the losing CL/s shall be returned immediately without interest after the WL has been determined. The receipt by the losing CL of its Proposal Security Deposit shall be deemed a waiver on its part to contest the result of the MCC proceedings. However, should a losing CL contest / protest / appeal the outcome of these procedures, its Proposal Security Deposit shall be retained until the resolution thereof. Once the contest / protest / appeal is resolved, the Proposal Security Deposit of the losing CL shall be returned without interest.

6. Modification and Withdrawal of Eligibility Documents and/or Lease Proposals.

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

A CL may, through a Letter of Withdrawal, withdraw its Eligibility Documents and Lease Proposal after these have been submitted, provided that the Letter of Withdrawal is received by the SSS prior to the deadline prescribed for their submission. Eligibility Documents and Lease Proposal requested to be withdrawn shall be returned unopened to the CL. A CL that withdraws its Eligibility Documents and Lease Proposal shall not be permitted to submit another set of the same Documents, directly or indirectly, for this MCC.

7. Opening of Eligibility Documents and Evaluation of Comparative Proposals

7.1 Opening of Eligibility Documents. The SSS-RA shall consider Eligibility Documents submitted even if there is only one (1) CL. On the same day with the deadline on the submission of Eligibility Documents and Lease Proposal to SSS-RA on 10:00 a.m. of _____, 2023, the envelopes containing the Eligibility Documents from CL shall be opened one-by-one to check the submitted documents against the Checklist of Documents. The SSS-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 CL 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 specified in Section IX.B.5.7 hereof. Only those CL who strictly comply with **ALL** eligibility requirements shall be declared "ELIGIBLE," to have their Lease Proposals opened. In this regard, 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 MCC proceedings, and the LSC shall mark the set of Eligibility Documents of the CL concerned as "ineligible". In which case the envelopes containing its Lease Proposal shall be returned unopened.

7.2 Evaluation of Comparative Proposals

- a. Lease Proposals shall be opened immediately **on same day** after they are found eligible to further participate in the MCC process by the SSS-RA. The CL may attend the opening of the Lease Proposals.
- b. The Lease Proposals shall be evaluated and ranked based on the amount of bid and the superior bid shall be declared the Highest Ranked Bid (HRB).
- c. In case of a tie between/among the Lease Proposal, the CL who submitted the highest amount of Proposal Security Deposit shall be chosen. However, coin toss shall be resorted to determine the HRB in case CLs have the same amount of Proposal Security Deposit. If a tie involves three or more CLs, "drawing of lots" shall be resorted to decide the HRB.
- d. If no superior comparative proposal is received, the lease project shall be immediately awarded to the OPL.

8. Post-Qualification

- 8.1 The SSS-RA shall conduct post-qualification for a period of Five (5) working days to verify the accuracy and authenticity of all the documents and information submitted by 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 Deposit.
- 8.2 If the CL passes post-qualification, its proposal shall be declared the Highest Ranked and Complying Bid (HRCB).
- 8.3 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 within three (3) days from receipt thereof and forfeit its Proposal Security Deposit. The SSS-RA shall subject the CL with the Second HRB, if any, to post-qualification. Otherwise, the SSS-RA shall declare the OPL as the WL.
- 8.4 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. Notification to the HRB

The HRB shall be notified within three (3) working days after the Opening and Evaluation of Sealed Bids to submit Tax Clearance within five (5) working days from receipt hereof if he/she/it submitted only proof of filing to qualify for eligibility.

10. Right to Outbid

Upon declaration of the HRCB, the OPL shall be given a right to outbid or give a better offer with a **minimum premium rate of 3%** from the HRCB. The right to outbid must be exercised by the OPL within two (2) calendar days from receipt of the Notice of Declaration of the HRCB. If the OPL submits a better offer than the HRCB, the Property shall be awarded to the OPL. However, should there be no better offer received from the OPL within the prescribed period, the lease shall be awarded to the HRCB.

The SSS-RA shall then recommend to the SSC the award of the contract to the Winning Lessee (WL).

11. Award on Lease of Property

The SSS-RA shall notify the WL in writing within three (3) calendar days from the SSC approval, to be received personally or sent electronically, receipt of which must be confirmed in writing within two (2) calendar days by the WL and submitted personally or electronically to the SSS.

12. Execution of the Contract of Lease

12.1 The Notice of Award shall be sent together with the Contract of Lease for signature of the WL. A Draft Pro-forma Contract of Lease is hereto attached as **Annex "A"**.

12.2 Within six (6) calendar days from receipt of the Notice of Award, the WL shall deliver the duly signed Contract of Lease and return it to the SSS together with dated check/s representing payment of the two (2) months Security Deposit (remaining balance after considering the Proposal Security Deposit) and two (2) months Advance Rent, twelve (12) post-dated checks (PDCs) for the one-year lease 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 Deposit forfeited in favor of SSS and declare the OPL as the WL, if the non-compliant WL is other than the OPL.

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, at the discretion of the SSS-RA, subject to the approval/confirmation of the SSC without giving prior notice or providing any reason. Should any of the information and/or procedures contained in this TOR be amended or replaced, the SSS-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 Local Screening Committee (LSC) 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 Lease Proposals 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, the 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 the TOR can request for clarification and/or make inquiries regarding this document, which shall be in writing and addressed to the Senior Vice President (SVP) for Lending and Asset Management Group (LAMG). All inquiries should be received by the SSS-RA on or before _____ 2023. All CLs who have purchased the TOR shall be sent the responses to these inquiries through an MCC Bulletin no later than the close of business on _____ 2023. 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, and consultants, or 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 the TOR shall be relied upon as authorized.

3. **Correspondence with the SSS-RA.** All correspondence with the SSS-RA shall be addressed for the attention of:

The Acting Head
Asset Management Division
5th Floor, c/o ROPA and Acquired Assets Department,
SSS Building, East Avenue,
Diliman, Quezon City

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

4. **Forfeiture of Proposal Security Deposit.** The Proposal Security Deposit 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 contract with the SSS when selected or when there is a failure to furnish the required security deposit upon certification by the SSS-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 the TOR. All documents submitted shall become the property of the SSS after the deadline for submission thereof.

6. **Protest on Decisions of the SSS-RA**

- 6.1 Decisions of the SSS-RA at any stage of the selection process may be questioned by filing a request for reconsideration within the three (3) calendar days upon receipt of written notice or upon verbal notification when duly present during the SSS-RA's meeting. The SSS-RA shall decide on the request for reconsideration within seven (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 SSS-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.

- 6.2 In the event that the request for reconsideration is denied, decisions of the SSS-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.
- 6.3. The protest must be filed within seven (7) calendar days from receipt by the CL concerned of the resolution of the SSS-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 the TOR, accompanied by the payment of a non-refundable fee in an amount equivalent to at least one month rent inclusive of VAT as recommended by the SSS-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.
- 6.4. The verified position paper shall contain the following information:
 - a. The name of CL;
 - b. The office address of the CL;
 - c. The name of project/contract;
 - d. A brief statement of facts;
 - e. The issue to be resolved; and
 - f. 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.

- 6.5. In addition, the CL shall likewise certify under oath that:
 - a. 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;
 - b. If there is such other pending action or claim, CL is including a complete statement of the present status thereof; and
 - c. 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 five (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 Protests.** The protest shall be resolved strictly on the basis of records of the SSS-RA. The SSC or its delegated Approving Authority shall resolve the protest within an extendible period of thirty (30) working days from receipt thereof. The decisions of the SSC or its delegated Approving authority 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 Approving Authority 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 private/public sector entities in this MCC proceedings. The decision of the SSC is final. All CLs waive all rights to seek legal action (e.g., Temporary Restraining Order, lawsuits, etc.) to prevent SSS from awarding and executing a contract with the WL. The CLs shall submit a waiver together with the Eligibility Documents to SSS.

11. **SSS' Reserved Rights**

- 11.1 The SSS reserves the right to accept or reject all proposals at any time prior to the execution of the contract without thereby incurring any liability to the affected prospective lessees in the event that it determines the same to be the most beneficial course of action for the SSS.
- 11.2 Notwithstanding receipt of the reservation and processing fees, or proposal security, as the case may be, the SSS may deny any intent to lease, subject to return of the said fees/security, 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.
- 11.3 The SSS reserves the right to award the contract of lease to a qualified prospective lessee determined to have submitted the most advantageous and most responsive proposal.
- 11.4 The SSS reserves the right to inspect and audit records or accounts of a prospective lessee during the negotiation process and during the performance of a contract through its duly authorized representatives or independent auditors.
- 11.5 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 prospective lessees or of its participation herein, nor guarantees that a contract 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 invitation to bid and reserves the right to accept the proposal most advantageous and most responsive to the SSS requirements.
- 11.6 The SSS reserves the right to disqualify the prospective lessee 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 contract of lease with SSS when selected, or failure to perform its obligations under the said contract

11.7 The SSS reserves the right to reset the date of the Pre-Selection Conference, the deadline for the submission of Eligibility Documents and Lease Proposals, the date of other pertinent activities, the date of announcement of the Eligible CLs or otherwise revise the timetable for the proceedings at hand in any case as it may be deemed necessary, but especially on "Force Majeure" or fortuitous events that shall mean events which could not have been foreseen or which were inevitable and beyond the control of SSS.

12. Anti-Corruption Policy. The CLs, their Directors and Officers are prohibited from communicating with or contacting, directly or indirectly, any of the SSS officers and employees, consultant, RA, and its Secretariat on matters concerning the MCC proceedings except for queries and clarifications pertaining to the TOR or the Property which must be in writing and addressed to the SVP for LAMG.

The CL shall not offer or give, directly or indirectly, any amount, benefit, or advantage to any of the SSS officers and employees, consultant, RA, and its Secretariat. Violation of this policy shall be a ground for disqualification or revocation of the award, if any, without prejudice to damages that SSS may recover for any loss or damage that may result therefrom.

13. Conflict of Interests and Disclosure of Relations

1. All bidding documents or unsolicited proposals shall be accompanied by a sworn affidavit of the prospective lessee or its duly authorized representative stating that he/she or any officer of its corporation/partnership/institution/joint venture is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the President and Corporate Executive Officer (PCEO), any member of the SSS-RA, any of the approving authorities, or any of the employees of the Asset Management Division (AMD). This condition shall apply to the following persons:

- a. If the prospective lessee is the sole proprietor, to the prospective lessee himself/herself;
- b. If the prospective lessee is a partnership, to all its officers and members;
- c. If the prospective lessee is a corporation, to all its officers, directors, and controlling stockholders;
- d. If the prospective lessee is a cooperative, to all its officers, directors, and other elected representatives; and
- e. If the prospective lessee is a joint venture (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 prospective lessees who fail to submit the above disclosure or found to have conflicting interests with the SSS or any of the other prospective lessees shall be disqualified to participate herein, without prejudice to the imposition of appropriate administrative, civil, and/or criminal sanctions. A prospective lessee may be considered to have conflicting interests with another prospective lessee when:

- a. A prospective lessee has controlling shareholders in common with another prospective lessee;
 - b. A prospective lessee receives or has received any direct or indirect subsidy from any other prospective lessee;
 - c. A prospective lessee has the same legal representative as that of another prospective lessee for purposes of this subject lease;
 - d. A prospective lessee 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 prospective lessee or influence the decision of the SSS regarding the selection process.
3. Notwithstanding the foregoing, a prospective lessee entity that has, as members of its board of directors, SSC member(s)/SSS officer(s) whose directorship in the prospective lessee'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 prospective lessee's entity, shall be allowed to participate in the leasing projects.

XI. TIMETABLE OF ACTIVITIES

Activities	Timetable
1. Publication of Invitation to CL to Apply for Eligibility and to Submit Superior Comparative Proposal (IAESSCP).	Day 1 to Day 14
2. Issuance of TOR	Day 1 to Day 20
3. Deadline for submission of Expression of Interest	Day 15 to Day 19
4. Pre-Selection Conference	Day 20 10:00 am
5. Deadline for submission of Written Requests for Clarification/Inquiries	Day 23
6. Last day of Issuance of MCC Bulletin	Day 25
7. Deadline for Submission of the Eligibility Documents and Lease Proposals	Day 30 2:00pm
8. Opening and Evaluation of Eligibility Documents and Lease Proposals ^{1`}	Day 30
9. Post-Qualification of the Eligibility Documents of the CL with superior Lease Proposal	Day 31 to Day 35
10. Notice of Declaration to HRCB	Day 36 to Day 38
11. Exercise Right to Outbid by the OPL	Day 39 to Day 40
12. SSS-RA Recommendation to SSC to declare the WL	Day 41 to Day 44
13. SSC Approval of WL/Contract of Lease	Day 45 to Day 49
14. Announcement of the WL and Issuance of Notice of Award	Day 50 to Day 52
15. Review of contract by the OGCC	Day 53 to Day 72

16. Execution of Contract of Lease and the required issuance of post-dated checks (PDCs) and all documentary requirements as listed in the Notice of Award	Day 73 to Day 78
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The above is an indicative timetable which may change at the discretion of the SSS-RA.

Draft Pro-Forma Contract of Lease

CONTRACT OF LEASE

This CONTRACT OF LEASE (Contract) 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 Senior Vice President for Lending and Asset Management Group, PEDRO T. BAOY, its Senior Vice President for Fund Management Group, ERNESTO D. FRANCISCO, JR., and its Vice President for Risk Management Department, RENTONY C. GIBE duly authorized pursuant to Administrative Order No. 2022-061-b¹ 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 Parking Slot _____ located at Pioneer West Highlands, Pioneer Highlands Condominium, Pioneer corner Madison Streets, Mandaluyong City (Leased Premises) covered by Condominium Certificate of Title (CCT) No. _____ issued by the Register of Deeds of Mandaluyong City, containing an area of Twelve Square Meters and Fifty Square Decimeters (12.50 sq. m.).

In a Contract of Lease² executed by and between the LESSOR and the LESSEE, the LESSOR leased out unto the LESSEE the said Leased Premises for a period of ____ () year/s from _____ to _____, a copy of which is attached as Annex "C".

¹ As may be amended

² Acknowledged 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

The Contract was last renewed in a _____ Renewal of Contract of Lease³ for a term of ____ () years from _____ to _____, a copy of which is attached hereto as Annex "D". (To be included only if applicable. ROPAAAD to properly sequence the Annexes thereafter)

The LESSOR has offered to the LESSEE 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 "E").

The LESSEE signified its intention to renew the lease of the Leased Premises through the said MCC mode and has represented and warranted itself as a qualified Lessee under existing laws, rules and regulations.

If the WL is not the OPL:

The LESSOR is the registered owner of Parking Slot _____ located at Pioneer West Highlands, Pioneer Highlands Condominium, Pioneer corner Madison Streets, Mandaluyong City (Leased Premises) covered by Condominium Certificate of Title (CCT) No. _____ issued by the Register of Deeds of Mandaluyong City, containing an area of Twelve Square Meters and Fifty Square Decimeters (12.50 sq. m.).

The LESSOR has offered for lease the Leased Premises 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").

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

Common Antecedents:

On the basis of the above-mentioned representation and warranty by the LESSEE and following the applicable provisions of the Government Accounting and Auditing Manual (GAAM), the Lease Guidelines and the Terms of Reference (TOR) of the Modified Competitive Challenge for the Lease of the SSS Parking Spaces With Pre-existing Contracts (TOR, Annex "D/F"), the LESSEE was declared as the Winning Lessee.

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, pursuant to the Lease Guidelines, issued the Notice of Award.

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

_____ on _____ before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ____, Page No. ____, Book No. ____, Series of ____.

³ Acknowledged 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 ____.

⁴ Annex "B" if Lessee is a corporation and subject to adjustment depending on the applicability of the provision to the circumstances of the lease

1. EFFECTIVITY AND TERM

This Contract shall take effect for a term of one (1) year 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. RENTALS, FEES AND OTHER CHARGES

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 payable on the first day of the applicable month without need of notice or demand, shall be PESOS: _____ (P_____), Philippine currency, as follows:

Parking Slot No.	Monthly Rent (P)	12% VAT (P)	Total Monthly Rent (P)
	5,231.43	627.77	5,859.20

2.2. *If WL is not the OPL -*

The LESSEE 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 Permit to Enter (PTE).

If WL is the OPL – this subsection may be deleted

2.3. *If WL is not the OPL –*

The LESSEE shall pay a Security Deposit equivalent to two (2) months' rental, inclusive of the twelve percent (12%) VAT. It shall be paid in cash or Manager's/Cashier's check before the issuance of a PTE.

If WL is the OPL –

The LESSEE shall maintain the Security Deposit equivalent to two (2) months' rental, inclusive of the twelve percent (12%) VAT.

2.4. The LESSEE shall issue post-dated checks dated every 1st day of the applicable month to cover rentals for the lease period not covered by the advance rental.

2.5. 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).

2.6. Monthly Association Dues shall be for the sole account of the LESSEE.

3. RENEWAL

3.1. The LESSOR shall, not later than six (6) months prior to the expiration of this Contract, notify the LESSEE 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 for Renewal, the LESSEE shall submit a written notice of his/her/their/its intent to participate in the MCC procedure and conform to the terms and conditions indicated in the Notice, otherwise, the LESSEE shall be presumed to be no longer interested to renew his/her/their/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 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 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 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, he/she/they/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. DELIVERY AND RETURN OF LEASED PREMISES

- 4.1. The LESSEE expressly acknowledges that the Leased Premises are in good tenantable condition and agrees to keep the same in such condition.
- 4.2. Upon the expiration of the Lease Period, the LESSEE shall immediately return to the LESSOR the possession of the Leased Premises. Otherwise, the LESSEE shall be responsible to the LESSOR for any and all damages which the LESSOR may suffer by reason thereof and indemnify the LESSOR against any and all claims made by the succeeding tenant against the LESSOR resulting from the delay by the LESSEE in delivering possession of the Leased Premises to such succeeding tenant.

5. SUBLEASE

- 5.1. The subleasing of the Leased Premises or any part thereof may be allowed subject to prior written approval by the Approving Authority that approved the Lease. Whenever the LESSEE is allowed to sublease the leased premises or any part thereof, 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 Lease Guidelines.
- 5.2. The LESSOR has the right to step-in to the rights of the LESSEE over any sublease and this right/authority should be clearly reflected in the Sublease Contract to properly notify the Sublessee.

6. 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:

- 6.1. Force Majeure;
- 6.2. Lessee's default or breaches;

- 6.3. National Security or emergency;
- 6.4. Insolvency of the Lessee; and
- 6.5. Other matters or instances as may be prescribed under the TOR.

7. OPERATIONAL REQUIREMENTS (TAXES, LICENSES, PERMITS)

- 7.1. The LESSEE hereby agrees to pay all charges, taxes, assessments and impositions which may, at any time during the Lease Period, be imposed or charged by any governmental authority in respect of the operation of LESSEE's activities on the Leased Premises.
- 7.2. The LESSEE shall obtain, in the LESSEE's own name, all licenses and permits required for the LESSEE's use and activities.
- 7.3. As required under Executive Order (EO) No. 398, s. 2005, the LESSEE shall submit income and business tax returns duly stamped and received by the BIR, before entering, and during the duration of this Contract. LESSEE, through its responsible officer⁵, shall also certify under oath that he/she/they/it is free and clear of all tax liabilities to the government. LESSEE shall pay taxes in full and on time and that failure to do so will entitle LESSOR to suspend or terminate the Contract.

8. USE AND CARE OF THE LEASED PREMISES

- 8.1. The LESSEE hereby expressly agrees and warrants that the Leased Premises shall be used exclusively for parking purposes.
- 8.2. The LESSEE shall take all precautions necessary to protect the Leased Premises against predictable damage and/or damages caused by fortuitous events.
- 8.3. The LESSEE bind/s himself/herself/themselves/itself to comply with the Pioneer West Highlands Condominium Corporation Building Rules and Regulations.

9. ALTERATIONS AND IMPROVEMENTS

- 9.1. Any additions, alterations or improvements within the Leased Premises must have prior written consent of the LESSOR. All improvements and conditions introduced on the Leased Premises, which cannot be removed without causing damage or injury to the Leased Premises shall automatically be transferred to and become the property of the LESSOR upon the expiration of termination/pre-termination of the lease contract without any obligation on LESSOR's part to reimburse the LESSEE or any Sublessee or third persons for the value thereof.
- 9.2. In the event that any law, ordinance, land use, restrictions, rule or regulation shall require that an alteration, addition or other change or improvement be made on the Leased Premises as a result of the LESSEE's use of the Leased Premises, the LESSEE hereby agrees to make, at his/her/their/its own expense such alteration, addition, change or improvement with the prior written approval or consent of the LESSOR.

⁵ Only applicable if the Lessee is a corporation. If the lessee is an individual or sole proprietor, the phrase "through its responsible officer" should be deleted.

- 9.3. Upon the expiration of the term of this Contract, extension or renewal thereof, 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 LESSOR and which are capable of being detached, without causing material damage or injury to the Leased Premises.

10. LIABILITY

- 10.1. The LESSEE agrees to indemnify the LESSOR for any damage to, or destruction of, any portion of the Leased Premises by reason of its use.
- 10.2. The LESSEE agrees to defend, indemnify and exempt the LESSOR from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the use of the Leased Premises.
- 10.3. The LESSEE hereby agrees to indemnify the LESSOR and exempt the LESSOR from, and against, any action or liability in respect of any damages sustained by, or any charges imposed on, the LESSOR as a consequence of any violation by the LESSEE of any law or ordinance in relation to the activities that the LESSEE conducts in the Leased Premises.
- 10.4. The LESSEE agrees to exempt the LESSOR from and against any and all actions, suits, proceedings or claims, including Attorney's Fees or other expenses incurred in connection therewith, resulting directly or indirectly from or arising out of or in connection with any damage to property or injury to, or death of any person due to the negligence or fault of the LESSEE, LESSEE's employees, clients or agents, or due to the use, misuse of or neglect of the Leased Premises by the LESSEE, LESSEE's employees, clients or agents.
- 10.5. The LESSEE shall assume liability for loss, theft or destruction of, and damage or injury to, goods, wares, merchandise or property of any kind of LESSEE's employees, guests or third parties, and for injury to or death of any person, including employees, clients or agents of the LESSEE, which may occur due to any cause resulting directly or indirectly from the fault or negligence of the LESSEE, LESSEE's employees, clients or agents, or due to any use, misuse or neglect of the Leased Premises.
- 10.6. The LESSOR assumes no liability to the LESSEE for any damage to third parties or LESSEE's merchandise, equipment, fixtures and other property, or for injury to or death of persons, including LESSEE's employees, clients or agents, or for any damage caused by any owner or occupant of properties adjoining or contiguous to the Leased Premises.

11. TAKE-OVER OF THE LEASED PREMISES

Upon the termination, default, violation of any of the terms and conditions of the Contract, the LESSOR is deemed automatically and fully authorized to, and shall immediately, take possession of the Leased Premises without need of any judicial process, and for the payment by the LESSEE of liquidated damages, amount of indemnification and other charges as may be indicated herein. In this connection, the LESSOR has full power and authority to take possession of the Leased Premises and to do or perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises, actions enumerated

in items VII(W) of the Lease Guidelines and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises. The LESSEE waives the right to file any action, civil, administrative or criminal, including application for temporary restraining order or preliminary injunction or any action to prevent the LESSOR from taking possession of the Leased Premises.

12. DISPUTE RESOLUTION, DAMAGES AND VENUE

12.1. 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, including the interpretation of any provision or clause herein, shall, in the first instance, be settled within thirty (30) calendar days from 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.

12.2. Should the LESSOR be compelled to seek judicial relief against the LESSEE, 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 (P50,000.00), 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.

12.3. 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.

However, in case of an action for ejectment, it shall be filed in the proper court of Mandaluyong City, where the Leased Premises are located.

13. MISCELLANEOUS PROVISIONS

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

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

- 13.1.1.1. Duration of Lease (item E);
- 13.1.1.2. Effectivity of Lease (item F);
- 13.1.1.3. Security Deposit (item L);
- 13.1.1.4. Advance Rental Payment (item M);
- 13.1.1.5. Insurance (item S);
- 13.1.1.6. Rental Payments (item V);
- 13.1.1.7. Delay/Non-payment of Rentals and Other Dues and Default (item W);
- 13.1.1.8. Priority of Application of Payments (item X);
- 13.1.1.9. Taxes, Fees and Other Charges (item Y);
- 13.1.1.10. Extra-Judicial Termination of Lease (item Z);
- 13.1.1.11. Notice of Renewal of Lease through MCC (item AA);

- 13.1.1.12. Improvements on the Property (item BB);
- 13.1.1.13. Prohibitions on the Use of the Property and Inspection (item CC);
- 13.1.1.14. Repairs and Maintenance (item DD)
- 13.1.1.15. Sublease (item EE);
- 13.1.1.16. Assignment, Transfer, or Conveyance of LESSEE's Rights (item FF);
- 13.1.1.17. Step-in Rights (item GG);
- 13.1.1.18. Damages (item JJ);
- 13.1.1.19. Venue of Legal Action (item KK).

13.2. RELATIONSHIP - It is understood that the only relationship between the LESSOR and the LESSEE 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 as may be assigned or deployed by the LESSEE in the Leased Premises during the term of this Contract.

13.3. NOTICES - Unless otherwise requested in writing, any notice or correspondence to the LESSEE to be given in connection with this Contract shall be personally delivered or mailed to LESSEE's above-indicated address or Lessee's 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 ropaaad@sss.gov.ph. Notices shall be deemed received once sent or successfully transmitted to any of the said addresses.

13.4. NON-WAIVER - Failure or delay by the LESSOR to enforce or demand strict performance by the LESSEE 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.

13.5. 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.

13.6. 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 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 of any sale or transfer of ownership of the Leased Premises or any portion thereof.

- 13.7. **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.
- 13.8. **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.
- 13.9. **COMPLETE AGREEMENT** - This is the only contract between the parties relating to the lease. It supersedes all previous agreements and undertakings, oral or written.
- 13.10. **BINDING EFFECT** - All the terms and conditions of this Contract shall be binding upon the heirs, successors and assigns of the parties hereto.
- 13.11. **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.
- 13.12. **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.
- 13.13. **RATIFICATION** - The LESSOR and the LESSEE shall be responsible for the ratification of their respective execution of this Contract before a Notary Public.
- 13.14. **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:

PEDRO T. BAOY
Senior Vice President
Lending and Asset Management Group

ERNESTO D. FRANCISCO, JR.
Senior Vice President
Fund Management Group

RENTONY C. GIBE
Vice President
Risk Management Department

LESSEE

By:

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
PEDRO T. BAOY		
ERNESTO D. FRANCISCO, JR.		
RENTONY C. GIBE		

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is 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 _____ () pages, including this page on which this Acknowledgement is written but excluding annexes, signed by the parties 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:

SECOND 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 and acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the entity he/she/they represent/s in this instance.

This instrument refers to a Contract of Lease, consisting of _____ () pages, including this page on which this Acknowledgment is written but excluding annexes, signed by the parties 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____.



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City
 Tel. Nos. (632)3435-9877*(632)8-709-7198 loc 5178
 E-mail: ropaaad@sss.gov.ph
 Website <https://www.sss.gov.ph>

Date: _____

Invitation to Apply for Eligibility and to Submit Superior Comparative Proposal

1. The Social Security System (SSS), through the Lending and Asset Management Group (LAMG), invites interested Public and Private Sector Entities (PSEs)/Challenger Lessees (CLs) to submit superior comparative proposals to challenge the agreed terms between the SSS and the Original Proponent Lessee (OPL) for the proposed lease of the SSS Properties described below:

Property Identification	Use	Area (sq.m.)	Location
B3-256	Parking Space	12.50	Pioneer West Highlands, Mandaluyong City
B3-258	Parking Space	12.50	Pioneer West Highlands, Mandaluyong City
B3-178-A	Parking Space	12.50	Pioneer West Highlands, Mandaluyong City

2. Interested CLs must submit their Expression of Interest (EOI) personally or through email to the physical or email address stated below on or before _____ 2023, _____ a.m./p.m.

The EOI must contain an undertaking by the CL that (a) he/she/it will adhere to the qualifications criteria; (b) he/she/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 (c) he/she/it will not institute any criminal, civil and/or administrative cases against SSS and its officials. Only CLs which submitted EOIs may obtain the Terms of Reference (TOR) and submit the Eligibility Documents and Bid Proposals on the date specified below.

If no EOI from a CL is received within the prescribed period, the lease project shall be awarded to the OPL and the Modified Competitive Challenge (MCC) process is deemed completed.

3. CLs which submitted EOI, shall obtain the TOR at the address given below starting _____ up to the scheduled submission & opening of eligibility documents, upon payment of a non-refundable fee of Philippine Pesos: THREE THOUSAND PESOS (₱3,000.00). The TOR shall be received personally by the CL or his/her/its authorized representative.

It may also be downloaded free of charge from the website of the SSS www.sss.gov.ph, provided that CLs shall pay the applicable fee for the TOR not later than the deadline for the submission of bids.

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.

4. The schedule for the submission of Eligibility Documents and Bid Proposal is on _____, _____ a.m./p.m. at the _____, SSS Main Office Building, East Avenue, Diliman, Quezon City. Late bids shall not be accepted.

5. Bid opening shall be on same date and venue immediately after the deadline of submission as stated above. Bids will be opened in the presence of the CLs/CLs' representatives who choose to attend at the address above.
6. A Pre-Bid Conference will be conducted on _____, 2023, _____ a.m/p.m. at the _____, SSS Main Office Building, East Avenue, Diliman, Quezon City, which shall also be made available through online conference using Microsoft Teams, for OPLs/CLs but attendance shall not be mandatory. Kindly e-mail us the following on or before _____ 2023, through the e-mail address indicated below:
 - a. Name of the representative and e-mail address; and
 - b. Technical and administrative queries
7. All Prospective Lessees (PLs) who have purchased the TOR can request for further clarifications and/or make inquiries regarding the TOR, which shall be in writing and addressed to the Acting Head of the Asset Management Division. All inquiries should be received on or before _____ 2023, _____ a.m./p.m. through the given physical address or through e-mail as specified below.

Bid Bulletin will be posted in the SSS website and will also be sent to all PLs who have purchased the TOR not later than the close of business on _____ through email. Receipt of all Bid Bulletin shall be acknowledged by each PL prior to the submission and opening of the Eligibility Documents and Bid Proposal and shall be so indicated therein.
8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.
9. 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/Lease Proposals.

Bids received below the minimum amount, as stated in the TOR, shall be rejected at the opening of the Bids.
10. If no CL procures this TOR and/or submits superior comparative proposal, the Contract of Lease shall be executed between SSS and the OPL, and the MCC process is deemed terminated. If there is an eligible and compliant CL with superior comparative proposal, the OPL shall have the right to outbid the same pursuant to the parameters set by SSS as stated in the TOR.
11. 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:

ATTY. MARIANO PABLO S. TOLENTINO

Acting Head, Asset Management Division
 5th Floor, c/o ROPA and Acquired Assets Department,
 SSS Main Building, East Avenue, Diliman, Quezon City
 Tel # (02) 3-435-9875, 8709-7198 local 5178/6113
 Email add: ropaad@sss.gov.ph
 Facsimile number – (02) 3-435-9875

ATTY. MARIANO PABLO S. TOLENTINO
 Acting Head, Asset Management Division

SAMPLE LEASE PROPOSAL

Date

The Acting Head

Asset Management Division

5th Floor, c/o ROPA and Acquired Assets Department,
SSS 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 selected property). The SSS Property consists of (State identification/description of selected property).

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

Minimum Percentage of Challenge : _____
(Percent (%), Amount 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 D

San un for individual? Checklist of Documents

Documents to be contained in the First Envelope		Remarks	
For Company/Business	1	Duly Notarized Eligibility Statement	
	2	Registration Certificate from the Securities and Exchange Commission (SEC) if partnership or a corporation, Department of Trade and Industry (DTI) if single proprietorship, Cooperative Development Authority (CDA) if cooperative, or a license to do business in the Philippines, if foreign entity	
	3	Mayor's permit issued by the city or municipality where the principal place of business of the CL is located	
	4	A Board Resolution duly certified by the CL's Corporate Secretary expressly authorizing the corporation's participation in the MCC process, nominating, appointing, and authorizing a representative to communicate, represent, sign, and execute contracts and other documents relative thereto	
	5	The CL's latest audited financial statements	
	6	Certification from at least one (1) universal or commercial bank stating that the CL is banking with them and with a bank balance and/or Credit Line Facility in the amount of at least equal to the total annual rent for the property subject of his/her/its bid	
	7	If a JV or consortium, the CL (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 CL under the award/contract	
	8	Waiver of right to seek legal remedies	
	9	Latest income/business tax returns and tax clearance issued by the BIR	
	10	Sworn affidavit of the prospective lessee or its duly authorized representative stating that he/she or any officer of its corporation/partnership/institution/joint venture is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any member of the Committee, any of the approving authorities, or any of the employees of the AMD	
	11	Proposal Securing Declaration	
For Government	1	Duly accomplished Eligibility Statement	
	2	Board Resolution authorizing the lease transaction as well as the authorized signatory to enter/sign/execute the Contract of Lease (COL)	
	3	Certified True Copy of Charter or applicable law on the creation of the entity	
	4	Proof of funds availability	
	5	Other pertinent documents that may be required by SSS.	
Documents to be contained in the Second Envelope			
For all Bidders	1	Lease Proposal	
	2	Proposal Security Deposit	

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

ELIGIBILITY STATEMENT

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

1. I/The (*name of Individual or Company Challenger Lessee*) is interested to participate in the modified competitive challenge (MCC) proceedings for the lease of the SSS owned (*State identification/description of selected property*) located at (*State location of selected property*).
2. I am the (*designation*) of the Challenger Lessee, duly authorized to make this Statement for and on its behalf;
3. The Challenger Lessee, its parent company, or subsidiaries, has not been previously declared in default of its financial or other obligations by or against SSS or any of its subsidiaries;
4. The Challenger Lessee has no pending or unpaid tax liabilities in the Philippines;
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 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- Recommending Authorities (SSS-RA), waives its right to seek legal remedies against SSS, its directors, officers and staff, consultant/s, recommending authorities and its Secretariat free and harmless from any liability, cost, and expenses, suit or allegation arising from its participation in this MCC process;

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

8. The Challenger Lessee, its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contract with any of SSS officers and staff, consultant, RA, and its Secretariat on matters concerning this undertaking from the date of submission of their Lease Proposal up to the conclusion of the MCC process, except for clarifications on proposal which must be in writing and addressed to the SSS-RA through its Chairperson.

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 SSS directors, officers and staff, consultant/s, RA, and its Secretariat, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act", as amended.

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

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

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

SUBSCRIBED AND SWORN TO before me this ____ day of _____ **2023**, affiant exhibiting to me his competent evidence identity (e.g., Passport, Driver's License, etc.) _____ issued at _____ Philippines on _____, **2023**.

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Annex F

SAMPLE FORM – WAIVER OF RIGHT TO SEEK LEGAL REMEDIES

Date

THE ACTING HEAD

Asset Management Division

Social Security System

5th Floor, c/o ROPA and Acquired Assets Department

SSS Building, East Avenue, Diliman , Quezon City

Subject: Lease of SSS (Property) located at _____

Sir:

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 to Submit Superior Comparative Proposal for the lease of the subject SSS property consisting of *(identification/description of selected property)* located at *(state location)*, the undersigned on behalf of the Company, hereby expressly and formally commits to abide by the decision of the SSS-RA for subject Property to determine the eligibility of Challenger 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) for the lease 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 MCC proceedings related thereto and from awarding and executing a contract with the WL as determined by the SSS-RA.

Very truly yours,

Authorized representative (Please enclose letter of authority)

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

Annex G

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

PROPOSAL SECURING DECLARATION Invitation to Apply for Eligibility and to Submit Superior Comparative Proposal

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, a prospective 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 date of submission of 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 Prospective Lessee/Authorized Representative

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2023, affiant exhibiting to me his/her competent evidence identity (e.g., Passport, Driver's License, etc.) _____ issued at _____ Philippines on _____, 2023.

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