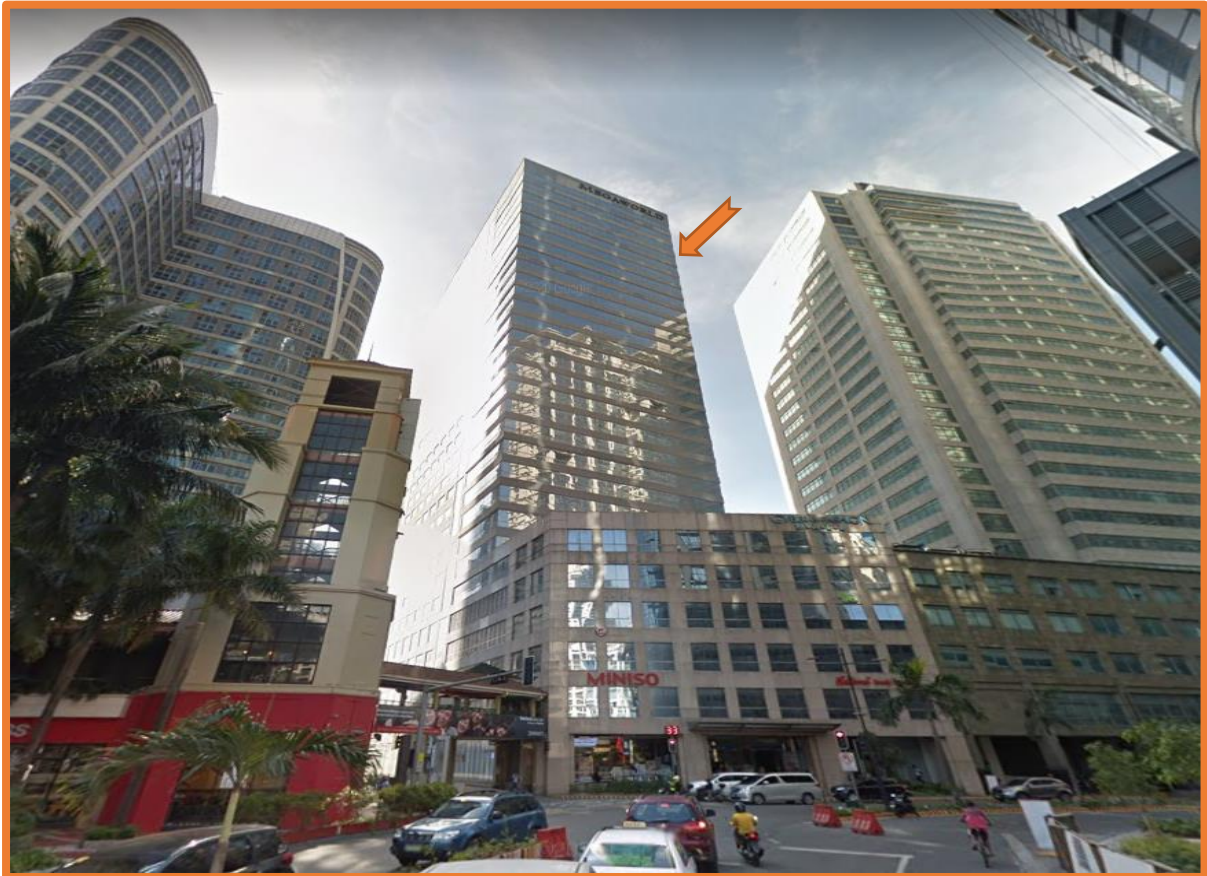




Republic of the Philippines  
SOCIAL SECURITY SYSTEM

**TERMS OF REFERENCE**

**MODIFIED COMPETITIVE CHALLENGE**  
**FOR THE FIVE (5)-YEAR LEASE OF SSS-**  
**OWNED PARKING SLOTS LOCATED AT**  
**THE LOWER GROUND OF CYBER ONE**  
**BUILDING EASTWOOD CITY CYBERPARK,**  
**QUEZON CITY**



IPD\_MCC-COB10M-2024-01

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## PROJECT RATIONALE

The Social Security System (SSS) property subject of bid involves three (3) parking slots located at the Lower Ground Floor of the Cyber One Building, Eastwood City, Libis, Quezon City.

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

This Terms of Reference (TOR) shall describe the MCC procedures that shall be followed in connection with the intent of the SSS to invite CLs to apply for eligibility and to submit comparable proposal for the lease of the subject SSS property. This TOR shall also detail the requirements for eligibility to qualify as a CL that may be entitled to submit superior comparative 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 Terms of Reference (TOR) at any time prior to the submission of the Eligibility Documents and Bid Proposals.

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

## I. PROPERTY BACKGROUND

### A. Description

Cyber One is a thirty-three (33)-storey concrete-framed condominium building with four (4) basement floors. It is currently a PEZA accredited IT building, with its lower floors occupied by various retail establishments and restaurants of the Cyber Mall, and the upper floors with office spaces for lease. The 4 basement floors serve as parking areas.

The interior finishes consist of cement plastered concrete hollow block and fixed glass panel walls and double wall plywood partitions; acoustic board with aluminum T- runner ceiling; Glass panel and PVC doors; glass on aluminum frame windows and concrete slab flooring. It is painted and provided with electrical lightning and plumbing facilities.

Public transportation is available throughout the day along E. Rodriguez Avenue (C-5) and connects to other sections of the city. Streetlights, garbage collection, foot and mobile patrol of the Philippine National Police and other community facilities and utilities are maintained by the city government.

### B. Identification

The property is situated in an area where land development is generally for offices/ commercial and parking purposes.

The condominium certificate of title including the parking slots was issued in favor of SSS by the Registry of Deeds for Quezon City.

The parking slots for bid are identified as follows:

| Bid Item | PS Slot Number | Area (sq.m.) | Location           | Height Clearance | Description               |
|----------|----------------|--------------|--------------------|------------------|---------------------------|
| 1        | PS No. 5       | 12.50        | Lower Ground Floor | 2.0 Meters       | Single-space parking slot |
| 2        | PS No. 3       |              |                    |                  |                           |
|          | PS No. 4       |              |                    |                  |                           |

## II. DEFINITION AND ABBREVIATION OF TERMS

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

|    |                        |   |
|----|------------------------|---|
| A. | Challenger Lessee (CL) | Refers to private or government/public sector entities eligible to submit Lease Proposal.   |
| B. | Bid Proposal           | Refers to the offered rental amount from a CL for the parking space, <b>which should not be lower or equal to the MBP.</b><br><br>It shall be submitted together with the Proposal Security and Proposal Securing Declaration as set forth in this TOR. These documents comprise the 2 <sup>nd</sup> Envelope to be submitted to SSS on or before the |

|    |   |  |
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|    |   | deadline for submission of bids.   |
| C. | Lease Proposal                          | Refers to the Eligibility documents and Bid Proposal to undertake a lease project submitted by a CL in response to and in consonance with the requirements of this TOR. This comprise the 1st and 2nd Envelopes to be submitted to SSS on or before the deadline for submission and opening of bids.   |
| D. | Contract of Lease (COL)                 | Written agreement between the WL and SSS specifying the terms and conditions of the lease of SSS property.   |
| E. | Eligibility Documents                   | Legal and financial qualification documents to be submitted to SSS on or before the deadline for submission of bids to be admitted as eligible bidders as set forth in this TOR. These documents comprise the 1 <sup>st</sup> envelope to be submitted by the CL.  |
| F. | Expression of Interest (EOI)            | Refers to a written document from a CL expressing interest to participate in the MCC procedure, to be submitted to the RA through email address investmentproperty@sss.gov.ph.   |
| G. | Highest Ranked Bid (HRB)                | Lease Proposal with the highest monthly rental and most advantageous offer among the proposals submitted by all CLs.   |
| H. | Highest Ranked and Complying Bid (HRCB) | Lease Proposal with the HRB that passes post-qualification requirements.   |
| I. | Minimum Bid Price (MBP) for Challenge   | Refers to the bid price for challenge set by SSS as shown in the table under Part III of this TOR.   |
| K  | Modified Competitive Challenge (MCC)    | Refers to the selection mode applicable when the current Lessee has manifested its intent to renew its lease over an SSS property by submitting its conformity on the terms and conditions for lease renewal that are subject to the approval of the AA.   |
| L. | MCC Bid Bulletin                        | Document to be issued by the RA that shall contain any clarifications, amendments and/or supplements to the Invitation to Apply for Eligibility and Submit Comparative Proposal (IAESCP) and to this TOR.  |
| M. | Original Proponent Lessee (OPL)         | Status accorded to the Lessee with pre-existing contract with SSS which conformed to the terms and conditions of the lease, posted the PS and updated the documentary requirements it earlier submitted for the current lease.   |
| N. | Permit to Enter (PTE)                   | A document to be issued to the WL for the possession of the property during the lease period, subject to compliance with the terms and conditions of this TOR.   |
| O. | Proposal Security (PS)                  | This is issued in favor of the SSS by the CL as security for their faithful compliance to the conditions of the lease project including but not limited to entering into the COL with SSS when selected. It shall be in the form of cash, cashier's/manager's check or bank draft, guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank payable in favor of SSS in the <b>minimum amount equivalent to the first</b> |

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|    |                                     | <p><b>month rent, inclusive of VAT</b>, on the initial year lease period.</p> <p>The PS must be valid for one 180 calendar days, from the date of the opening of the proposals.</p> <p>The PS should also be extended corresponding to at least the extension of the proposal validity period.</p> <p>It shall be submitted together with the Bid Proposal and PSD as set forth in this TOR. These documents comprise the 2<sup>nd</sup> Envelope to be submitted to SSS on or before the deadline for submission of bids.</p>  |
| P. | Proposal Securing Declaration (PSD) | <p>To be submitted together with the Bid Proposal and PS. These comprise the 2<sup>nd</sup> Envelope to be submitted to SSS on or before the deadline for submission of bids.</p> <p>In the PSD, the CL shall undertake the following:</p> <ol style="list-style-type: none"> <li>Warrants that the proposal submitted shall be valid for a period of one hundred eighty (180) calendar days, from the date of the opening of the proposals;</li> <li>When selected as the WL, to enter into COL with SSS and furnish the required Security Deposits from receipt of the Notice of Award and prior to the execution of the COL;</li> <li>To acknowledge that SSS reserves the right to disqualify it for a period of time from participating in any of its selection/procurement activity, regardless of mode, in the event it violates any of the conditions stated herein including but not limited to, not entering into the COL with SSS when selected, or failure to perform its obligations under the said COL;</li> <li>To acknowledge that the PS shall automatically be forfeited in favor of the SSS in the event that it withdraws its proposal during its validity, fails to and/or refuses to enter into a COL with the SSS when selected or when there is a failure to furnish the required security deposit;</li> </ol> <p>Without prejudice to its forfeiture, the PS shall only be returned under the following circumstances but in no case beyond the period of its validity:</p> <ol style="list-style-type: none"> <li>When after its non-selection, a CL has submitted a written waiver of its right to file a request for reconsideration within the period prescribed in this TOR; or</li> </ol> <p>In the absence of a written waiver as above-mentioned, after a COL has already been signed by</p> |

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|    |                                  | the SSS and the selected lessee and the corresponding security deposit has been posted.  |
| Q. | Recommending Authority (RA)      | The Head of the Investment Property Department (IPD) and the Vice President of the Asset Management Division (AMD), or their Acting Heads duly authorized by the SSC or the AA to undertake the MCC procedures for the lease of the SSS property.  |
| R. | Right to Outbid                  | <p>The automatic right vested upon the OPL whereby it is given the option to submit a better offer than the highest ranked and complying bid (HRCB), if any. As provided under the TOR, the OPL upon declaration of the HRCB, shall be given a right to outbid by a whole amount higher than the HRCB within the prescribed period.</p> <p><b>Rule:</b><br/>Upon declaration of the Highest Ranked Comparative Bid (HRCB), the OPL shall be given a right to outbid such superior or more advantageous offer <b>within five (5) calendar days</b> from notification or within such period as specified in the TOR from the declaration of the HRCB. If a more advantageous offer from the OPL is received within the prescribed period, the lease project shall be awarded to the OPL. However, should there be no better offer received from the OPL within the prescribed period, the Property shall be awarded to the HRCB.</p> |
| S. | Social Security Commission (SSC) | The governing Board and policy-making Body of the SSS.   |
| T. | Winning Lessee (WL)              | The OPL or CL recommended by the RA and approved by the AA as having submitted the more advantageous Lease Proposal for the SSS property.  |

### III. BID ITEM FOR CHALLENGE AND MINIMUM BID PRICE (MBP)

The bid item for challenge is the **monthly rent** for the first year of the lease term, exclusive of 12% VAT.

A Bid Proposal from a CL must have a monthly rental higher than the MBP as shown below, exclusive of VAT, to be considered superior and advantageous than the OPL Price. A Bid Proposal with a monthly rent lower than the MBP shall automatically be rejected.

| Bid Item | Parking Slot Number | MBP, exclusive of VAT<br>(Php/month) |
|----------|---------------------|--------------------------------------|
| 1        | PS No. 5            | 5,998.44                             |
| 2        | PS No. 3            | 11,996.88                            |
|          | PS No. 4            |                                      |

The procedure for the evaluation and comparison of bids is specified under Section IX.B “Detailed Process”, Item 7 “Opening and Evaluation of Bid Proposals” of this TOR.

#### IV. MANDATORY PURCHASE OF TOR

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

Only CLs which submitted EOIs may obtain the TOR. If no EOI from a CL is received on or before the 5th day from the last day of publication or as stated in the TOR, the lease project shall be awarded to the OPL and the MCC procedure is deemed completed.

A complete set of TOR may be acquired by interested CL starting \_\_\_\_\_2024 up to the scheduled submission & opening of eligibility documents and bid proposals at the 5/F, Investment Property Department, SSS Main Building, East Avenue, Diliman, Quezon City, and upon payment of the non-refundable fee for this TOR. The mode of payment shall be on a cash basis payable at the SSS Cash Management Department, Ground Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City, upon accomplishment of SSS Form R-6. This TOR shall be received personally by the CL or his authorized representative.

It may also be downloaded free of charge from the SSS website [www.sss.gov.ph](http://www.sss.gov.ph) under the Assets for Lease section. If interested to participate in the bidding process, the CL shall pay the applicable fee for this TOR not later than the submission of its bid.

#### V. LEASE TERMS AND CONDITIONS

Below are the salient terms and conditions on the lease of parking slot/s on an “as-is, where-is” basis through public bidding. The complete terms and conditions are provided in the COL.

|    |                                      |   |
|----|--------------------------------------|---|
| A. | Lease Term                           | Five (5) years, on an as-is, where-is basis. Renewal of lease shall comply with the SSS Guidelines for the Lease of SSS IPs.  |
| B. | Effectivity of Lease                 | Lease shall commence on the 1 <sup>st</sup> day of the month following the month of receipt by the WL of the NOA of Lease Proposal from the RA. The RA shall notify the WL within five (5) calendar days upon receipt by the RA of the Approval of the Award/Lease by the AA. |
| C. | Minimum Bid Price (MBP)/ Rental Rate | Shown on <b>Part III</b> of this TOR. Bids received below this minimum amount shall be rejected at the opening of the Bids.   |
| D. | Rental Escalation                    | Escalated annually at 6.55% to start on the 2 <sup>nd</sup> year of the lease term.   |
| E. | Security Deposit (SD)                | Equivalent to three (3) months’ rent, inclusive of 12% VAT and to be adjusted in accordance with the rental escalation. SD shall be payable to SSS in cash or manager’s check before the issuance of a PTE.   |

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| F. | Advance Rental Payment (ARP)                             | Equivalent to three (3) months' rent, inclusive of 12% VAT, to be applied on the first three (3) months of the lease period. ARP shall be payable to SSS in cash or manager's check before the issuance of a PTE.   |
| G. | Rental Payments  | <p>Upon submission of the signed and notarized COL, the lessee shall simultaneously submit PDCs, dated every 1<sup>st</sup> day of the applicable month, for the remaining months of the first year of the lease term after taking into consideration the ARP.</p> <p>Thereafter, the lessee shall, without need of a demand from SSS, issue twelve (12) PDCs dated every 1<sup>st</sup> day of the applicable month every year, or the corresponding number of remaining months of the lease term, if unexpired months are less than twelve (12), to be submitted at least sixty (60) calendar days before the anniversary of the commencement date of the lease.</p>  |
| H. | Delay/ Non-Payment of Rentals and Other Dues and Default | <ol style="list-style-type: none"> <li>1. In case of any delay in the payment of the monthly rentals, fees and other charges such as, but not limited to, association dues/CUSA, or utilities provided by SSS, the Lessee shall pay a penalty equivalent to 2% per month of the rental due/other charges computed from the first day of the applicable month until fully paid.</li> <li>2. Collection Letter/ Notice of Dishonor shall be sent to the lessee immediately after the failure to pay on due date. In case of non-payment and/or dishonor of check, the lessee shall be required to settle the amounts due inclusive of penalties imposed within five (5) days from receipt of the aforesaid letter/notice.</li> <li>3. For purposes of these guidelines, the term default shall refer to the following: <ol style="list-style-type: none"> <li>a. Default on rent – The lessee who/that fails to pay the rent on due date shall be deemed in default without need of demand.</li> <li>b. Default on money obligations other than rent – In fulfilling obligations wherein payment of money other than rentals is involved, including but not limited to electric, water and gas consumption or other charges provided herein, the lessee shall, except as may otherwise be specifically prescribed in these guidelines, have a period of thirty (30) calendar days from due date within which to make the necessary payment otherwise the same shall be a ground for the termination of the lease without prejudice to the SSS' right</li> </ol> </li> </ol> |

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|  |  | <p>to exercise rights/remedies prescribed in these guidelines and other applicable laws, rules, and issuances.</p> <p>c. Default on other terms and conditions of the contract – The lessee violates any of the terms and conditions in the lease contract including abandonment of the leased property and such violation persists or not remedied within the prescribed period in these guidelines and despite the issuance of a written notice.</p> <p>d. The leased property is deemed abandoned, deserted or vacated if for a period of thirty (30) or more consecutive calendar days within the lease period, or any extension or renewal thereof, the lessee has ceased operations in the leased property and the rental for such period is unpaid and the lessee fails to respond within fifteen (15) days from lessor's successful transmittal of a Final Collection Letter/ Notice.</p> <p>4. Bounced and Returned Checks. In case the check issued by the lessee for the payment of monthly rent or other charges bounced, the lessee is given a period of twenty-four (24) hours from receipt of the written notice to replace the check with cash of equivalent amount, otherwise, the lessee is considered in default and SSS shall exercise rights/remedies prescribed in these guidelines and other applicable laws, rules, and issuances.</p> <p>5. Should the lessee/ fail to pay its outstanding obligations despite receipt of the above-mentioned Collection Letter/Notice of Dishonor, and/or is deemed in default pursuant to the COL, the SSS may immediately undertake any or all of the following, as may be applicable:</p> <p>a. Cancel the COL;</p> <p>b. Cut-off utilities;</p> <p>c. Take possession of and padlock the leased premises; and</p> <p>d. Take appropriate legal action against the Lessee.</p> <p>6. All lease contracts shall contain a provision stating that upon the termination, default, violation of any of the terms and conditions of the COL, the SSS is deemed automatically and fully authorized to, and shall immediately, take</p> |
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|    |                                     | <p>possession of the leased IP 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 in the contract. In this connection, the SSS has full power and authority to take possession of the leased IP and to do or perform such acts as may be necessary to take possession, including but not limited to entering into the leased IP, actions enumerated under <b>Item No. 5</b> hereof and such other steps designed to enable the SSS to effectively repossess the leased IP. 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 SSS from taking possession of the leased IP.</p> <p>7. Acceptance of Payment of Arrears. The acceptance by the SSS of arrears in rent or the penalty for late payment, extensions of payment, or performance of 1 or more obligations by the lessee shall not by itself be deemed a waiver by the SSS of any breach by the lessee of any covenant or condition contained in the COL.</p> <p>8. Failure or delay by the SSS to enforce or demand strict performance by the lessee of any stipulation or condition in the COL shall neither 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 SSS to subsequently enforce or demand performance of such provisions. No waiver by the SSS shall be deemed to have been made unless expressed in writing and signed by the SSS.</p> |
| I. | Priority of Application of Payments | The SSS may accept partial payments of the total amount due which shall be applied first to the penalty obligations, monthly rentals, then to utilities and other bills/charges. However, acceptance of partial payments shall not deter SSS from taking the appropriate actions enumerated under <b>Part V, Item H.5</b> of this TOR.  |
| J. | Taxes, Fees and Other Charges       | <p>1. Taxes</p> <p>Pursuant to Section 16 of the Social Security Act of 2018, the SSS is exempt from tax, legal process and lien. However, the SSS is subject to VAT as provided under Republic Act No. 10963, Tax Reform for Acceleration and Inclusion (TRAIN), which shall be shouldered by the</p>  |

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|  |  | <p>lessee. Thus, it is agreed and understood that should there be other changes in the law or the interpretation thereof or any other circumstances which would subject the leased property and/or the rental payments hereunder to any kind of tax (including but not limited to Real Property Tax) assessment or levy which would constitute a charge against the leased property or create a lien against the leased property and/or rental payments, the lessee agrees and obligates itself to assume, shoulder and pay such tax, assessments or levy as it becomes due.</p> <p>SSS may opt to include in the gross collection from the lessee the amount of taxes payable by the lessee in order to ensure that the same are fully and promptly remitted to the concerned government entities.</p> <p>2. Utilities (Not applicable to this lease project)</p> <p>Utility charges such as, but not limited to, electric, telephone, and water for the leased premises for the duration of the lease, inclusive of the RFCP and/or construction period, if applicable, shall be for the account of the lessee and settled directly with the providers.</p> <p>3. Association/Condominium or Building Dues and Common Usage and Service Area (CUSA) Fees, if any.</p> <p>Association/condominium or building dues and CUSA imposed during the lease period, if applicable, shall be settled directly with the Property Management Office of the condominium or building concerned or the SSS, as the case may be.</p> <p>4. Other fees and charges as may be imposed as a result of or incidental to the lease and relevant laws and issuance.</p> <p>5. Submission of Proof of Payments</p> <p>The lessee must submit proofs of payments for utilities and other dues to the SSS on a quarterly basis and on an annual basis for the real property tax within seven (7) working days from payment thereof, otherwise, this may serve as a ground for the SSS to cancel the lease.</p> <p>As required under <b>Executive Order (EO) 398, s. 2005</b>, the LESSEE/S shall submit income and</p> |
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|  |  | <p>business tax returns duly stamped and received by the BIR, before entering and during the duration of this Contract. The LESSEE/S, through his/her/it/their responsible officer, shall also certify under oath that he/she/it/they is/are free and clear of all tax liabilities to the government. LESSEE/S shall pay the taxes in full and on time, and that failure to do so will entitle the LESSOR to suspend or terminate the Contract.</p> <p>6. Unpaid taxes, fees, and other charges</p> <ol style="list-style-type: none"> <li>a. All payables due within the lease period but received after the expiration of the lease term shall remain for the account of the lessee and be billed accordingly.</li> <li>b. The lessee shall be responsible for the payments of all taxes, fees, and other charges which may be assessed and/or levied against it and/or its sub-lessees during the lease period and all that remain unpaid after the lease period.</li> <li>c. The SSS may advance the payment of all taxes, fees, and other charges in behalf of the lessee to the extent that it shall protect the SSS' interest and as may be allowed under applicable laws, rules and regulations and other issuances, subject to reimbursement from the lessee within 5 calendar days from its receipt of SSS notice.</li> <li>d. A 2% penalty per month up to a maximum period of 2 months from receipt of the notice of reimbursement by the lessee shall be imposed against the lessee for any unpaid amount advanced by the SSS. Continued non-payment of all amounts due beyond the maximum period of 2 months shall be a ground for the cancellation of the lease.</li> </ol> <p>PLs shall submit <b>tax clearance pursuant to EO 398</b> which requires a mandatory submission of tax clearances for all entity, natural or juridical, which intends to enter into a contract with the government, including government financial institutions for a full and timely payment of taxes.</p> |
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| K. | Extrajudicial Termination of Lease | <p>1. Operational</p> <p>a. The SSS or lessee may extrajudicially terminate the lease for violation of contract, including abandonment of the leased property, force majeure (e.g., any war, acts of God or any other cause beyond the lessee's control and without any contributing fault on the part of the lessee), extraordinary inflation, health/economic crisis, bankruptcy and whenever the lessee committed an act or negligence that puts the SSS, as it determines, in a financial and/or reputational risk;</p> <p>b. In case the termination is due to the lessee's violation of the contract, including abandonment of the leased property, and/or non-performance of its responsibilities and obligations under 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. Additionally, the SSS may exercise any of the following:</p> <p>i. Demand the lessee to rectify its violation/non-performance of responsibilities and obligations under the contract within thirty (30) days from receipt of notice by the SSS or within such period as may otherwise be specifically provided in these guidelines but such demand shall not constitute as a waiver of the SSS' right to terminate the contract and/or undertake any of the actions/remedies available to the SSS;</p> <p>ii. Demand the lessee to remove any or all improvements at the sole expense of the lessee;</p> <p>iii. Demand for the payment for loss of potential income and damages, actual or incidental, as a result of the violation of the contract and/or non-performance of its responsibilities and obligations under the contract.</p> <p>c. The SSS may extrajudicially terminate the lease in times of economic/health crisis or in crucial situations that will necessitate SSS to dispose of the leased property through sale</p> |
|----|------------------------------------|--|

|                                  |  | <p>to improve its financial status or to fund a vital SSS project or program, subject to compensation equitable or reasonable under the circumstances and based on proper valuation of the improvement and other conditions as may be prescribed by the TOR;</p> <p>d. For lease without construction and development, 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>e. In case the Lessee initiates the extrajudicial termination of the COL for convenience, the Lessee shall pay the SSS a termination fee, to be deducted from the SD, in accordance with the following:</p> <table><tr><th>Date of Pre-Termination</th><th>% of Forfeiture (VAT component excluded)</th></tr><tr><td>Within 1st half of lease term</td><td>100% of SD</td></tr><tr><td>Within 3rd quarter of lease term</td><td>50% of SD</td></tr><tr><td>Within 4th quarter of lease term</td><td>25% of SD</td></tr></table> <p>Portion of the SD not forfeited shall be returned to the Lessee.</p> <p>f. The SD will not be forfeited in case the SSS extrajudicially terminates the contract or if such termination is mutually agreed upon by both parties. The SSS may move or mutually agree to extrajudicially terminate the lease for compelling circumstances such as to protect its image, carry out a more beneficial development plan for the leased property or in case of sale, or in other analogous circumstances.</p> <p>g. In case of partial damage to the leased property due to force majeure, the SSS may, upon lessee's request, grant a suspension or reduction of payment proportionate to the affected areas during the clearing operations.</p> <p>In the case of lease of clustered properties, the lessee shall not be allowed to invoke</p> | Date of Pre-Termination | % of Forfeiture (VAT component excluded) | Within 1st half of lease term | 100% of SD | Within 3rd quarter of lease term | 50% of SD | Within 4th quarter of lease term | 25% of SD |
|----------------------------------|--|---|-------------------------|--|-------------------------------|------------|----------------------------------|-----------|----------------------------------|-----------|
| Date of Pre-Termination          | % of Forfeiture (VAT component excluded) |   |                         |  |                               |            |                                  |           |                                  |           |
| Within 1st half of lease term    | 100% of SD                               |   |                         |  |                               |            |                                  |           |                                  |           |
| Within 3rd quarter of lease term | 50% of SD                                |   |                         |  |                               |            |                                  |           |                                  |           |
| Within 4th quarter of lease term | 25% of SD                                |   |                         |  |                               |            |                                  |           |                                  |           |

|    |   |  |
|----|---|--|
|    |   | partial extrajudicial termination of the lease contract.   |
| L. | Prohibitions on the Use of the Property and Inspection  | <ol style="list-style-type: none"> <li>1. The Lessee shall not use the leased property for: <ol style="list-style-type: none"> <li>a. Purposes other than and/or contrary to what is permitted in the COL;</li> <li>b. Purposes which are illegal, immoral, or contrary to public policy;</li> <li>c. Purposes or acts as may be prohibited by the SSS;</li> <li>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</li> <li>e. Any activity which may endanger the environment through ecological disturbances and other analogous activities.</li> </ol> </li> <li>2. The foregoing prohibitions shall remain in force even if the property or any portion thereof has been sub-leased.</li> <li>3. To ensure faithful compliance of lessee/s on proper use of the property, the SSS IPD or other SSS authorized units/representatives shall have the right to inspect the leased premises, during business hours of the day or as otherwise arranged by mutual consent.</li> <li>4. The lessee shall make the leased property available during regular business hours for inspection by PL/s and shall cooperate in every reasonable way with the SSS' efforts to obtain a new lessee for the leased property.</li> <li>5. The lessee shall take all precautions necessary to protect the leased property against predictable damage and/or damages caused by fortuitous events.</li> </ol> |
| M. | Award of COL  | SSS shall award the COL to the WL.   |
| N  | <b>PROVISIONS IN THE LEASE GUIDELINES NOT APPLICABLE FOR THIS LEASE TRANSACTION:</b> <ol style="list-style-type: none"> <li>1. Maximum Construction Period</li> <li>2. Rent-Free Construction Period (RFCP)</li> <li>3. Project Variation</li> <li>4. Insurance</li> <li>5. Performance Security</li> <li>6. Rental/Surety Bond</li> <li>7. Improvements on the Property</li> </ol> |  |

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|--|-----|--|
|  | 8.  | Repairs and Maintenance  |
|  | 9.  | Sublease   |
|  | 10. | Assignment, Transfer, or Conveyance of Lessee's Rights                 |
|  | 11. | Step-In Rights   |
|  | 12. | Extrajudicial Termination of Lease during RFCP and Construction Period |

## VI. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

### A. The SSS shall:

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;
2. Provide the CLs with a copy of the property titles, vicinity maps, and parking floor plan;
3. Ensure conduct of bidding process based on the principles of public advantage, accountability, competition and transparency;
4. Give the WL the sole right to lease, occupy the leased area, subject to the COL;
5. Deliver possession of the leased area to the WL, on **“as is, where-is”** basis, upon the execution of the COL;
6. Protect the lessee's peaceful and adequate enjoyment of the leased area for the entire duration of the COL against any claims of third persons on the ownership of the property;
7. Rescind the COL in case the lessee violates any of the provisions under this TOR; and
8. Perform such other obligations as may be stated and/or incidental to those stated in the COL.

### B. The CL shall:

1. Be solely responsible for its own due diligence on all matters relating to this TOR and the SSS property which may, in any manner, affect the nature of its lease proposal. SSS shall not be responsible for any erroneous interpretation or conclusion by the CL out of data furnished or indicated in this TOR, including any MCC Bid Bulletin/s issued by the RA. Failure of the CL to examine and inform itself shall be at its sole risk and no relief for error or omission shall be given.
2. Investigate/examine the SSS Property for lease, its existing structures, facilities, utilities, general characteristics, condition and its surrounding vicinities that may affect directly or indirectly the actual execution of the lease proposal and such other information as to allow the CL to make a competitive estimate. The CL, by the act of submitting its lease proposal, acknowledges that it has inspected the SSS Property and accepted all the terms and conditions as set forth in this TOR.
3. Be responsible for having taken steps to carefully examine this TOR including its attachments and deemed to have become familiar with all existing laws, decrees,

ordinances, acts, rules and regulations, which may affect this TOR.

4. Bear all costs associated with the preparation and submission of lease proposal, and the SSS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of these procedures.
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;
6. Authorize the SSS or its duly authorized representative/s to verify all the documents submitted;
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 MCC process, with the duly notarized Secretary's Certificate attesting to such fact, if the CL is a corporation, partnership, or JV (if applicable); and
8. Post a PS in the minimum amount equivalent to the first month rent, inclusive of 12% VAT on the initial year lease period, as indicated in Section II, Item O of this TOR.
9. Submit a PSD simultaneous to the PS, as indicated in Section II, Item P of this TOR.
10. Submit EOI on or before the 5th day from the last day of publication to the RA through email address ***investmentproperty@sss.gov.ph***.
11. The CL declared as the HRCB, shall reimburse the OPL (if the latter is not able to outbid the offer of the former) of the cost incurred in preparing the lease renewal. The cost shall cover only notarial fees, communication and documentary expenses (materials, encoding/ printing/ reproduction) during the lease renewal period, provided that the cost is duly substantiated.

C. The OPL shall:

1. Manifest its intention to renew the lease of the SSS property and submit its conformity to the terms and conditions for the renewal of lease and the conduct of MCC procedure;
2. Update the documentary requirements it earlier submitted for the current lease;
3. Post a PS in the minimum amount equivalent to the first month rent, inclusive of 12% VAT of the initial year lease period, as indicated in Section II, Item O of this TOR;
4. Submit a PSD simultaneous to the PS, as indicated in Section II, Item P of this TOR; and
5. The right to outbid the superior or more advantageous offer of the declared HRCB through a final bid that shall be at least 1% higher than the declared HRCB.

D. The WL shall:

1. Deliver/return to SSS within the prescribed period the duly signed COL together with

the payment of the two (2) months Security Deposit (remaining balance after considering the Proposal Security), three (3) months Advance Rent, nine (9) post-dated checks (PDCs) for the first year of lease after considering the advance payment, and all other documentary requirements, if any, as listed in the NOA;

2. Strictly comply with the terms and conditions of the COL executed by and between SSS and the WL and maintain all warranties and representations in good standing for the duration of the contract period. (**Annex A–Pro-forma Contract of Lease**);
3. Pay, at its sole account, all applicable taxes, licenses, fees and charges due on the lease transaction, the leased SSS property and its improvements, if any, and those that may be imposed by law during the entire term of the COL;
4. Pay the monthly rental, inclusive of VAT, at the due date without need for demand;
5. Submit the company's audited financial statements annually;
6. Undertake the management, including operations, administration, maintenance and security upon signing of the COL for the duration of the lease period; and
7. Perform such other obligations as may be stated and/or incidental to those stated in the COL.

## VII. ELIGIBLE CL/s

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

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

## VIII. ELIGIBILITY CRITERIA

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

1. **Legal Requirements.** The CLs must possess the legal personality and/or authority to reside and/or conduct business in the Philippines as certified to by the appropriate government agencies and/or Local Government Units.
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 PROCESS**

### **A. General Process Flow**

1. Publication of the IAESCP
2. Mandatory submission of Expression of Interest
3. Pre-Selection Conference
4. Sealing and marking of Eligibility Documents/Bid Proposals with PS and PSD
5. Submission of Eligibility Documents/Bid Proposals with PS and PSD
6. Opening and Preliminary Examination of Eligibility Documents
7. Opening and evaluation of Comparative Bid Proposals
8. Notification on the HRB
9. Post-Qualification
10. Declaration and Notification to the HRCB
11. Exercise Right to Outbid by the OPL
12. Approval on Lease of Property
13. Execution of the COL

### **B. Detailed Process**

1. Publication of **Invitation to Apply for Eligibility and Submit Comparative Proposals (IAESCP)** (refer to **Annex D**) by the Corporate Communications Department (CCD) in at least 2 newspapers of general nationwide circulation, **once a week for at least 2 consecutive weeks** and in the SSS website ([www.sss.gov.ph](http://www.sss.gov.ph)), **at least twenty (20) calendar days before the scheduled public bidding**.
2. **Mandatory submission of Expression of Interest (Annex E)**. Interested CLs must submit their EOIs **on or before the 5th day from the last day of publication** to the RA through email address *investmentproperty@sss.gov.ph*.

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

3. **Pre-Selection Conference**. Conduct of a **Pre-Selection Conference** at the RA's discretion, depending on the complexity of the area to be leased out. The Pre-

Selection Conference may be held **at least 5 days before the submission of bids** to be attended by interested CLs for purposes of clarifying the bidding rules, procedures and approval process.

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 a Bid Bulletin.

The RA will hold a Pre-Selection Conference for this Project on the specified date and time or through online conference using Microsoft Teams as indicated in Item 6 of the IAESCP.

CLs may request for clarification on and/or interpretation of any part of the TOR as specified under Item 7 of the IAESCP and Section X.B of this TOR. Such requests must be in writing and received by the RA, either at its given physical address or through electronic mail indicated in the IAESCP, within 2 calendar days from the conduct of the Pre-Selection Conference.

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

**4. Sealing and marking of Eligibility Documents/ Bid Proposals with PS and PSD**

CLs shall enclose their original Eligibility Documents in one sealed envelope marked "ORIGINAL– ELIGIBILITY DOCUMENTS FOR BID ITEM/S \_\_\_\_ [CL to write the specific Bid Item/s subject of its bid]". Each copy of the original Eligibility Documents shall be similarly sealed and duly marked as "COPY NO. \_\_\_\_ - ELIGIBILITY DOCUMENTS FOR BID ITEM/S \_\_\_\_ [CL to write the specific Bid Item/s subject of its bid]" in another envelope. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

Likewise, CLs shall enclose their original Bid Proposal, PS and PSD in one sealed envelope marked "ORIGINAL-BID PROPOSAL FOR BID ITEM \_\_\_\_ [CL to write the specific Bid Item subject of its bid]". Each copy of the original Bid Proposal shall be similarly sealed and duly marked as "COPY NO. \_\_\_\_ - BID PROPOSAL FOR BID ITEM \_\_\_\_ [CL to write the specific Bid Item subject of its bid]" in another envelope. If CL will submit bid for more than one (1) Bid Item, the same procedure shall be observed for each desired Bid Item. These envelopes containing the original and the copies shall also be enclosed in one single envelope.

All envelopes shall:

- a. Contain the name of the Property to be bid in capital letters "**CYBERONE BUILDING, EASTWOOD, LIBIS, QUEZON CITY**" (BID ITEM/S \_\_\_\_)", subject of the bidding;
- b. Bear the name and address of the CL in capital letters;
- c. Be addressed to the RA as identified in the IAESCP; and
- d. Bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of the Eligibility Documents/ Bid Proposal.

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

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

5. **Submission of Eligibility Documents and Bid Proposals with PS and PSD** (refer to **Annex G-Checklist of Documents, Annex F-Sample Bid Proposal, Annex L-Sample PSD**).

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

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

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

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

The Philippine Standard Time will be the basis for submission of Lease Proposals.

CLs shall submit **1 set of original** Eligibility Documents/ Bid Proposal and **2 other sets of certified true copies (CTC)** thereof, with each set contained in a sealed envelope. In the event of any discrepancy between the original and the copies, the original shall prevail.

- a. **First Envelope.** This will contain 1 set of Original Eligibility Documents listed in **Annex F-Checklist of Documents**, to be placed inside a sealed envelope and 2 other sets of CTC thereof, with each set contained in a separate sealed envelope.
- b. **Second Envelope.** This will contain 1 set of Original Bid Proposal listed in **Annex F** (please refer also to **Annex E-Sample Bid Proposal**) placed inside a sealed envelope and 2 other sets of CTC thereof, with each set contained in a separate sealed envelope.

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

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

6. **Opening and Preliminary Examination of Eligibility Documents**

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

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

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

## **7. Opening and Evaluation of Bid Proposals**

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

CL, in order for its/ their Bid Proposal/s to be considered, must be able to deliver the lease project under the same agreed terms arrived at during the detailed negotiations with the OPL.

The Bid Proposals shall be evaluated and ranked based on the MPC and the superior Bid Proposal shall be declared the HRB.

In case of a tie on the Bid Proposal, the CL who submitted the highest amount of PS shall be chosen. However, toss coin shall be resorted to determine WL in case CLs have the same amount of PS.

If no Bid Proposal or superior Bid Proposal is received by the SSS, the lease project shall be immediately awarded to the OPL.

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

## **8. Notification to the HRB**

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

## **9. Post-Qualification**

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

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

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

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

**10. Right to Outbid**

Upon declaration of the HRCB, the OPL shall be given the right to outbid such superior or more advantageous offer through a **final bid that shall be at least 1% higher than the HRCB** within five (5) calendar days from notification from the declaration of the HRCB. If a more advantageous offer from the OPL is received within the prescribed period the lease project shall be awarded to the OPL. However, should there be no better offer received from the OPL within the prescribed period, the Lease Project shall be awarded to the CL with the HRCB.

If the OPL is not able to outbid the offer of the CL, the former shall be reimbursed by the latter of the cost incurred in preparing the lease renewal within thirty (30) days from issuance of the NOA, provided that the cost shall cover only related notarial fees, communication and documentary expenses (materials, encoding/ printing/ reproduction) incurred during the lease renewal period and is duly substantiated and approved by the AA.

**11. Award on Lease of Property**

- a. Within five (5) working days from determining the WL, the RA shall recommend to the AA, the award on the lease of the property to the WL;
- b. The RA shall notify the WL in writing that its Lease Proposal bid has been accepted, through a NOA within five (5) working days from receipt of the approval of the award, to be received personally or sent by registered mail or electronically. Receipt of which must be confirmed in writing within 2 working days by the WL and submitted personally or sent by registered mail or electronically to the SSS.

**12. Execution of the COL**

- a. The NOA shall be sent together with the COL for signature of the WL.

- b. Within ten (10) calendar days from receipt of the NOA, the WL shall deliver the duly signed and notarized COL and return it to the SSS together with payment of the two (2) months Security Deposit (remaining balance after considering the Proposal Security), three (3) months Advance Rent, nine (9) post-dated checks (PDCs) for the first year of lease after considering the advance payment and all documentary requirements as listed in the Notice of Award. Failure to comply with the requirements may render the award nullified and the PS forfeited in favor of SSS.

## **X. OTHER MATTERS**

### **A. 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 and opening of the Eligibility Documents and Bid Proposal, subject to the approval/confirmation of the AA without giving prior notice or providing any reason. Should any of the information and/or procedures contained in this TOR be amended or replaced, the RA shall inform and send MCC Bid Bulletin to all CLs. To ensure that all CLs are informed of the amendments, all CLs are requested to inform the RA of their contact persons as well as contact telephone/mobile numbers and e-mail addresses. In addition, receipt of all MCC Bid Bulletins shall be duly acknowledged by each CL prior to submission and opening of Eligibility Documents and Bid Proposal and shall be so indicated therein.

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

### **B. Requests for Written Clarification**

Only those who have purchased this TOR can request for clarification and/or make inquiries regarding this document, which shall be in writing and addressed to the RA. All inquiries should be received by the RA on or before the date as specified in Item 7 of the IAESCP. All CLs who have purchased this TOR shall be sent the responses to these inquiries through an MCC Bulletin as specified in the said IAESCP. Receipt of all MCC Bulletin shall be duly acknowledged by each CL prior to the submission of the Eligibility Documents and Bid Proposal and shall be so indicated therein.

No verbal agreement or conversation with, nor any verbal clarification from SSS, Commissioners of the SSC, SSS officers, staff, RA, shall affect or modify any of the terms and conditions contained in this TOR. Only amendments, supplements or clarifications to this TOR that are set down in the MCC Bulletin/s circulated to CLs who have purchased this TOR shall be relied upon as authorized.

### **C. Correspondence with the RA**

All correspondence with the RA shall be addressed for the attention of:

**ATTY. MARIANO PABLO S. TOLENTINO**  
Vice President, Asset Management Division

Signed communications may be sent electronically through email address [investmentproperty@sss.gov.ph](mailto:investmentproperty@sss.gov.ph).

**D. Forfeiture of Proposal Security (PS)**

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

**E. Confidentiality of Eligibility Documents**

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

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

**F. Protest on Decisions of the RA**

1. Decisions of the 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 RA's meeting. The 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 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.

2. In the event that the request for reconsideration is denied, decisions of the RA may be protested in writing to the SSC or its delegated AA. 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.
3. The protest must be filed within seven (7) calendar days from receipt by the CL concerned of the resolution of the RA denying its request for reconsideration. A protest shall be made by filing a verified position paper with the SSC or its delegated AA, as may be indicated in this TOR, accompanied by the payment of a non-refundable fee in an amount equivalent to at least one percent (1%) of the MBP or such amount as may be indicated in this TOR as recommended by the RA and approved by the SSC or its delegated AA, in the form of cash or Manager's Check issued by a local universal bank.
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.

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 5 days therefrom to the SSC or its delegated AA 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.

#### **G. Resolution of Protest**

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

#### **H. 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.

#### **I. Resort to Regular Courts**

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

#### **J. Dispute Resolution**

Every contract shall contain a mandatory provision on dispute resolution and procedure therefor.

All actions and controversies that may arise from the lease involving, but not limited to, demands for specific performance of any obligations of the lessee and including the interpretation of any provisions or clauses therein, shall, in the first instance, be settled within thirty (30) calendar days 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 judicial process or in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

However, the COL should not be extended beyond the contract period notwithstanding the pendency any court/arbitration proceeding.

#### **K. Damages**

For any violation of the contract or any rights of the SSS, whether direct or incidental, in addition to actual damages, the lessee shall be liable to pay damages, such as but not limited to, the following:

1. **Liquidated Damages** - Notwithstanding the expiration, termination or cancellation of the lease contract without the written consent of the LESSOR, and/or should the lessee continue occupying the leased property without the prior written consent of the SSS, the lessee shall be liable for and shall pay the SSS by way of liquidated damages for such occupancy and unauthorized use, an amount equivalent to two (2) monthly rentals based on the latest applicable Fair Rental Value corresponding to the period of unauthorized occupation and use or the escalated rate as stipulated in the lease contract, whichever is higher, for each month of such occupancy or use or a fraction thereof, provided further, that the payment by the lessee of such liquidated damages shall neither be considered as payment for the rentals nor shall it be construed to extend or renew the lease contract. In either case, the SSS does not in any manner lose its right to eject the lessee from the leased property and exercise and or all rights/remedies available to it.
2. **Attorney's Fees** - Should the SSS 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 Fifty Thousand Pesos (P50,000.00)**, whichever is higher, aside from cost of litigation and other expenses which the law, these guidelines or lease contract may entitle the SSS to recover from the lessee.

#### **L. Venue of Legal Action**

For any or all cause/s of actions, suits or proceedings arising out of or in connection with the COL, the venue for such actions, suit or proceedings shall exclusively be in the courts of Quezon City, to the exclusion of any other venue.

#### **M. 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 proceeding. The decision of the SSC is final. All CLs shall waive all rights to seek legal action (e.g., Temporary Restraining Order, lawsuits, etc.) to prevent SSS from awarding and executing a COL with the WL. The CLs shall submit a waiver together with the Eligibility Documents to SSS.

## N. Observance of Highest Standard of Ethics

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

## O. Conflict of Interests and Disclosure of Relations

1. All Bidding Documents or Lease Proposals shall be accompanied by a sworn affidavit of the CL or its duly authorized representative stating that he/she or any officer of its

corporation/partnership/institution/JV is not related within the third civil degree of consanguinity or affinity to any member of the SSC, the PCEO, any member of the RA, any of the AA, or any of the employees of the AMD. This condition shall apply to the following persons:

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

#### **P. SSS Reserved Rights**

1. The SSS reserves the right to accept or reject all proposals at any time prior to the execution of the COL without thereby incurring any liability to the affected CLs in the event that it determines the same to be the most beneficial course of action for the SSS;
2. Notwithstanding receipt of the reservation and processing fees, or PS, as the case may be, the SSS may deny any intent to lease, subject to return of the said fees/PS, when the same shall not be advantageous to the interest of the SSS and/or when it determines that accepting the same shall expose it to financial and/or reputational risks;
3. The SSS reserves the right to award the COL to a qualified CL determined to have submitted the most advantageous and most responsive proposal;

4. The SSS reserves the right to inspect and audit records or accounts of a CL during the negotiation process and during the performance of a COL through its duly authorized representatives or independent auditors;
5. The SSS neither assumes any obligation to compensate or indemnify a party for any expense or loss that it may incur as a result of any erroneous interpretations or conclusion by the CLs or of its participation herein, nor guarantees that a COL shall be executed as a result of the selection process. Further, the SSS reserves the right to waive any defect or formality in the responses to the requirements and to the IAESCP and reserves the right to accept the proposal most advantageous and most responsive to the SSS requirements;
6. The SSS reserves the right to disqualify the CLs for a period of time from participating in any of its disposal, leasing or procurement activities, regardless of mode, in the event it violates any of the conditions stated herein including but not limited to, not entering into the COL with SSS when selected, or failure to perform its obligations under the said COL.

## **XI. TIMETABLE OF ACTIVITIES**

| <b>Activities</b>   | <b>Estimated Calendar Days</b> |
|---|--------------------------------|
| 1. Publication of IAESCP  | 14                             |
| 2. Issuance of TOR  | 30                             |
| 3. Submission of EOI  | 5                              |
| 4. Pre-Selection Conference   | 1                              |
| 5. Submission of written requests for clarification/ inquiries                                | 2                              |
| 6. Issuance of MCC Bid Bulletin   | 3                              |
| 7. Preparation of Eligibility Documents and Bid Proposal                                      | 10                             |
| 8. Submission, opening and preliminary examination of Eligibility Documents and Bid Proposals | 1                              |
| 9. Evaluation of Bid Proposal   | 5                              |
| 10. Notification to CL with the HRB   | 3                              |
| 11. Submission of Tax Clearance   | 5                              |
| 12. Post-Qualification of All Documents submitted by CL with the HRB                          | 5                              |
| 13. Notification to CL-HRCB that passed Post Qualification                                    | 3                              |
| 14. Exercise Right to Outbid by the OPL   | 5                              |
| 15. RA recommendation to AA on award of COL to the WL   | 5                              |
| 16. Approval by the AA  | 30                             |
| 17. Issuance of Notice of Award and COL for execution by WL                                   | 5                              |
| 18. Written confirmation of receipt of the Notice of Award and COL by WL                      | 2                              |
| 19. Execution of Contract and submission of requirements per Notice of Award                  | 10                             |
| <b>TOTAL:</b>   | <b>109</b>                     |

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

# Annex A

## 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-b<sup>1</sup> 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 Lease<sup>2</sup> 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".

<sup>1</sup> As may be amended

<sup>2</sup> 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 Lease<sup>3</sup> 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 \_\_\_\_\_.

<sup>3</sup> 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 \_\_\_\_\_.

<sup>4</sup> 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 1<sup>st</sup> 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 officer<sup>5</sup>, 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.

<sup>5</sup> 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 ropaad@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.

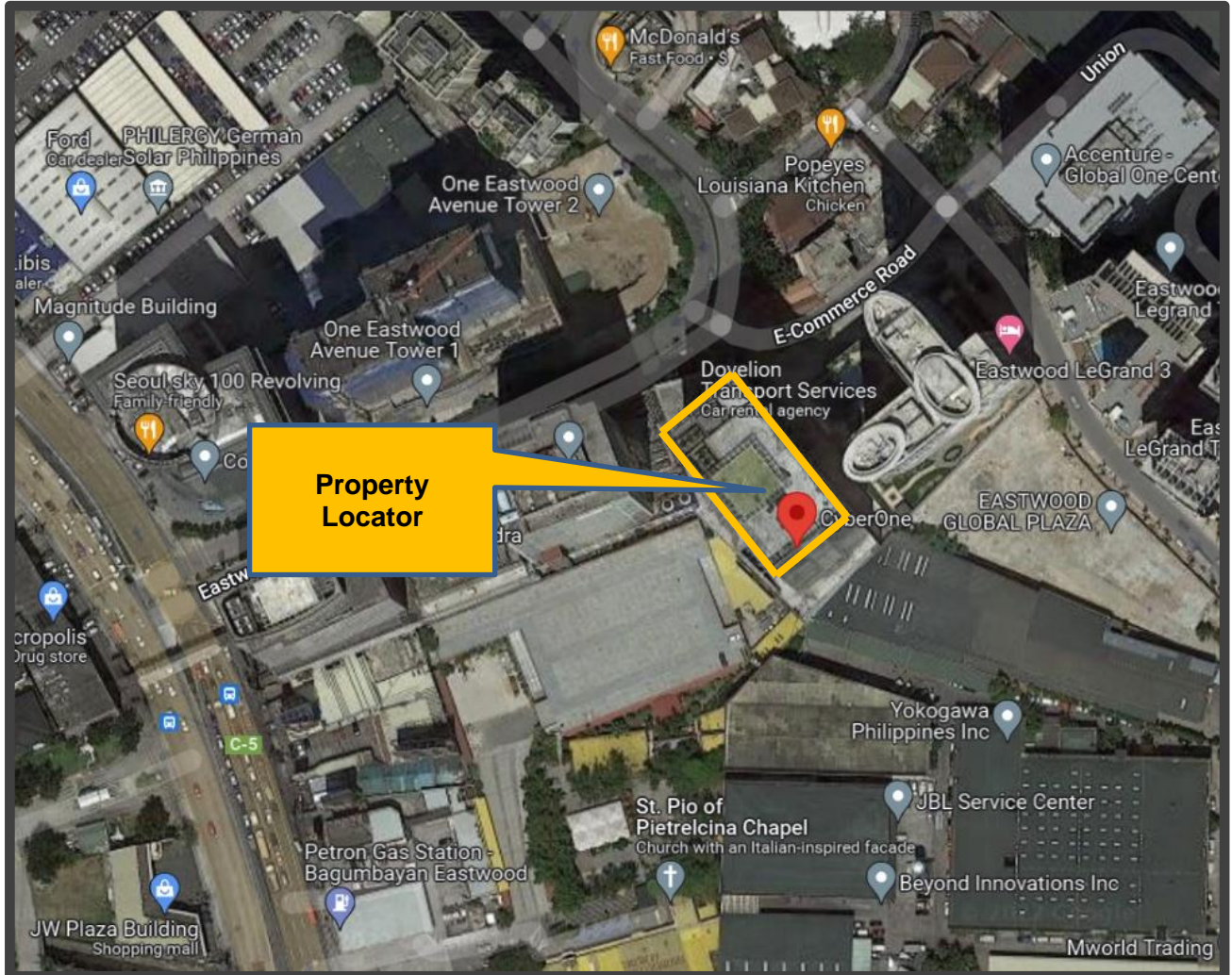
This instrument refers to a Contract of Lease, consisting of \_\_\_\_\_ ( ) pages, including this page on which this Acknowledgment is written but excluding annexes, signed by the parties and two witnesses on each and every page hereof.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_\_\_.

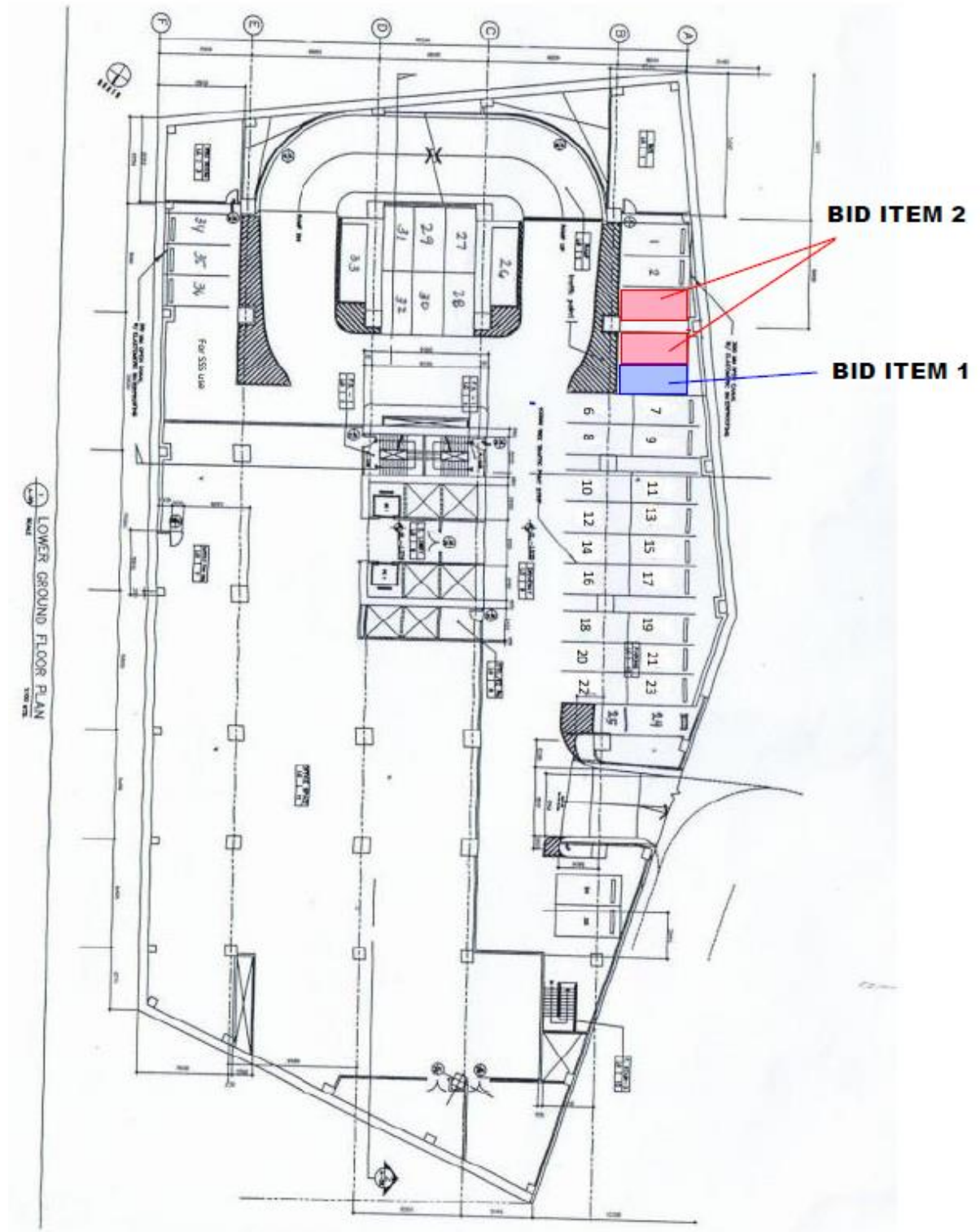
# Annex B

## CYBER ONE BUILDING

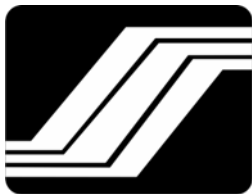


# Annex C

## LOWER GROUND FLOOR PLAN



# Annex D



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

Date: \_\_\_\_\_

## Invitation to Apply for Eligibility and Submit Comparative Proposal

### MODIFIED COMPETITIVE CHALLENGE FOR THE FIVE (5)-YEAR LEASE OF SSS-OWNED PARKING SLOTS LOCATED AT THE LOWER GROUND OF CYBER ONE BUILDING EASTWOOD CITY CYBERPARK, QUEZON CITY

1. The Social Security System (SSS), through the Recommending Authority (RA), is inviting interested Public and Private Sector Entities /Challenger Lessees (CLs) to submit superior Comparative Lease Proposals to challenge the agreed terms between the SSS and the Original Proponent Lessee (OPL) for the proposed lease of the SSS Property described below:

| Report described below: |                    |                     |              |                                   |                           |
|-------------------------|--------------------|---------------------|--------------|-----------------------------------|---------------------------|
| Bid Item                | Location           | Parking Slot Number | Area (sq.m.) | MBP, exclusive of VAT (Php/month) | Description               |
| 1                       | Lower Ground Floor | PS No. 5            | 12.50        | 5,998.44                          | Single-space parking slot |
| 2                       | Lower Ground Floor | PS No. 3            | 12.50        | 11,996.88                         |                           |
|                         |                    | PS No. 4            | 12.50        |                                   |                           |

\*Minimum Bid Price

2. Interested CLs must submit their Expression of Interest (EOI) personally or through email address stated below on or before 18 October 2024, 2:00 p.m. The EOI is a written document from a CL expressing interest to participate in the MCC procedure, to be submitted to the RA through email.

**If no EOI from a CL is received within 5 days from the last day of publication or until 18 October 2024, 2:00 p.m. the lease project shall be awarded to the OPL and Modified Competitive Challenge (MCC) process is deemed completed.**

Only CLs which submitted EOIs may obtain the Terms of Reference (TOR) and submit the Comparative Lease Proposals, which shall contain the Eligibility Documents and Comparative Bid Proposals on the date specified below.

3. CLs which submitted EOI, may obtain the TOR at the address given below starting 02 October 2024 up to the scheduled submission & opening of eligibility documents/bid proposal, upon payment of a non- refundable fee of **Philippine Pesos: THREE THOUSAND (Php3,000.00)**. 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 Assets for Lease section of the SSS website at [www.sss.gov.ph](http://www.sss.gov.ph). CL shall pay the applicable fee for the TOR not later than the submission of its bid.

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 Comparative Lease Proposals is on **30 October 2024**, until 10:00 a.m. at the Executive Lounge, 2nd Floor, SSS Main 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. For this purpose, a Pre-Bid Conference will be conducted at the Executive Lounge, 2<sup>nd</sup> Floor, SSS Main Building, East Avenue, Diliman, Quezon City on **22 October 2024, 2:00 a.m.** but attendance shall not be mandatory.
7. All interested CLs can request for clarification and/or make inquiries regarding the TOR, which shall be in writing and addressed to the undersigned. All inquiries should be received on or before **24 October 2024, 12:00 p.m.** through the given physical address or through e-mail as specified below.

MCC Bid Bulletin will be posted in the SSS website and will also be sent to all CLs who have purchased this TOR no later than the close of business on **25 October 2024** through e-mail.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, or in case the above dates were declared non-working day or suspended by authorities for whatever reason, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.
9. Eligibility Documents submitted by the CLs shall be evaluated on a pass or fail basis to determine if the CL (or the member-firms) complies with or satisfies all of the requirements. Only those CLs who strictly comply with ALL eligibility requirements shall be declared "ELIGIBLE," for the opening and evaluation of their Comparative Bid Proposals.
10. The Bid Proposals submitted by the CLs shall be evaluated and ranked based on the parameters set by SSS as stated in the TOR.
11. If no CL procures this TOR and/or submits superior Comparative Bid Proposal, the

Contract of Lease will be executed between SSS and the OPL and the MCC process is deemed terminated.

If there is an eligible CL with compliant superior Comparative Bid Proposal, the OPL shall have the right to outbid the same pursuant to the parameters set by SSS as stated in the TOR.

12. The RA reserves the right to reject any and all application for qualification and eligibility found not in conformity with the relevant rules and policies set by SSS.

For further information, please refer to:

**The Vice President**

**Asset Management Division**

5<sup>th</sup> Floor, c/o Investment Property Department,  
SSS Main Building, East Avenue, Diliman, Quezon City  
Tel # (02) 8709-7198 local 5182/5318  
Email add: investmentproperty@sss.gov.ph

**ATTY. MARIANO PABLO S. TOLENTINO**

Vice President, Asset Management Division

# Annex E

## SAMPLE EXPRESSION OF INTEREST

Date: \_\_\_\_\_

**ATTY. MARIANO PABLO S. TOLENTINO**

Vice President, Asset Management Division  
5th Floor, c/o Investment Property Department  
SSS Main 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 comparative bid proposal for the for the **Five (5)-Year Lease of SSS-owned Parking Slots located at the Lower Ground Floor of Cyber One Building, Eastwood City, Cyberpark, E. Rodriguez Jr. Avenue (Circumferential Road -C5), Bagumbayan, Quezon City.**

Relative thereto, I/we/our company (state name of the Individual or Company Challenger Lessee), hereby, formally submits this Expression of Interest to participate in the bidding of the aforementioned lease project, which was published on (Date).

I/we am/are looking forward to discussing with you and submit my/our comparative lease proposal accurately.

Very truly yours,

Authorized representative (Please enclose letter of authority)

Name and Signature : \_\_\_\_\_

Position/Designation : \_\_\_\_\_

Business/Company Name : \_\_\_\_\_  
if applicable

Residence/Business/  
Company Address : \_\_\_\_\_

Email Address : \_\_\_\_\_

Telephone/ Mobile No. : \_\_\_\_\_

Attachments, if applicable : Business/ Company Profile

# Annex F

## SAMPLE BID PROPOSAL

Date

**ATTY. MARIANO PABLO S. TOLENTINO**

Vice President, Asset Management Division  
5<sup>th</sup> Floor, c/o Investment Property Department  
SSS Main Building, East Avenue  
Diliman, Quezon City

**Dear VP Tolentino:**

We refer to the invitation of the Social Security System to Challenger Lessees to apply for eligibility and submit competitive lease for the **Five (5)-Year Lease of SSS-owned Parking Slots located at the Lower Ground Floor of Cyber One Building, Eastwood City, Cyberpark, E. Rodriguez Jr. Avenue (Circumferential Road -C5), Bagumbayan, Quezon City.**

Relative thereto, I/we/our company (state name of the Corporation/Lead Member Corporation), hereby, formally submits this proposal:

Bid Item and Area: \_\_\_\_\_

Bid Price/ Rental Rate : \_\_\_\_\_  
(Php per bid item for the first year of the lease term, Amount in words and figures, VAT Exclusive)

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 G

## CHECKLIST OF ELIGIBILITY DOCUMENTS

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

| Documents  |  |
|--|--|
| <b>Eligibility Documents to be contained in the First Envelope</b>   |  |
| <b>For Company/Business or Individual</b>  |  |
| 1. Duly notarized Eligibility Statement ( <b>Annex H</b> )   |  |
| Item 8   | Certification under oath by the CL or its authorized representative that each of the documents submitted in satisfaction of the eligibility requirements is an <b>authentic and original copy, or a true and faithful reproduction or copy of the original</b> , complete, and that all statements and information provided therein are true and correct (see <b>Annex H, Item 8</b> );  |
| Item 9   | A letter or Certification under oath by the CL or its authorized representative authorizing SSS or its duly authorized representative/s to verify all of the documents submitted and authorizing SSS to check or review, at any time during the evaluation process, other relevant information affecting the CL or the Lease Proposal and should such review uncover any misrepresentations made in the Eligibility Documents or the Bid Proposal, or any change in the situation of the CL (including all the members of the JV or consortium), which affects the substance of its Lease Proposal, SSS may disqualify the CL from the bidding procedures and forfeit the PS, if posted (see <b>Annex H, Item 9</b> ); |
| 1. Waiver of right to seek legal remedies (Sample - <b>Annex I</b> );  |  |
| 2. Sworn affidavit of the CL or its duly authorized representative stating that he/she or any officer of its corporation/ partnership/ institution/JV or consortium members, is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any of the approving/recommending authorities or any of the employees of the Asset Management Division (AMD) (Sample - <b>Annex J</b> ). |  |
| 1. Application to Lease Investment Property (ALIP) ( <b>Annex K</b> );   |  |
| 2. Bank Statement with cash balance as stated in this TOR or a committed Line of Credit from a reputable Commercial/Universal Bank with amount as stated in this TOR;  |  |
| 3. Proof of Checking Account under the CL's name for issuance of post-dated checks;  |  |
| 4. Any government-issued identification card (SSS, GSIS, UMID, Passport, Driver's License).  |  |
| <b>For Company/Business</b>  |  |
| 5. Registration Certificate from Securities and Exchange Commission (SEC) for corporations and partnerships, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or a license to do business in the Philippines, if foreign entity;  |  |
| 6. Articles of Incorporation/ Partnership and By-Laws of the CL as amended by the latest amendments, or revisions if any;  |  |
| 7. Mayor's or Business permit issued by the city or municipality where the principal place of business of the <b>PL</b> is located;  |  |

|   |
|---|
| 8. A Board Resolution duly certified by the CL's Corporate Secretary, if applicable, expressly authorizing the corporation's participation in the bidding process, nominating, appointing and authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto;  |
| 9. <b>Original Tax Clearance</b> issued by the BIR or <b>proof of filing</b> . In case of "proof of filing" the CL shall still be required to submit a valid Tax Clearance within the prescribed period from receipt of SSS notice.   |
| <p>10. Certified True Copy by the BIR, or copy filed thru electronic filing and payment system (EFPs) or at any Authorized Agent Bank of the BIR using eBIR Forms, of the following documents:</p> <ul style="list-style-type: none"> <li>i. <b>Income tax return (ITR)</b> together with the Financial Statements for the year 2023.</li> <li>ii. <b>Business tax returns</b> (e.g. Value Added Tax returns and/or percentage tax returns) for the last six (6) months <b>(January 2024 to June 2024)</b></li> </ul> <p>Bidders shall also be required to submit a copy of Certificate of Registration (COR) issued by the BIR.</p> <p>For newly registered company in year 2024, only the Financial Statement for the applicable year is required.</p>                                    |
| <p>16. 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:</p> <ul style="list-style-type: none"> <li>(i) briefly describes the JV/consortium, the individual members of the JV/consortium and the extent of the participation of each member;</li> <li>(ii) identified the lead member of the JV/consortium who is authorized by all 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</li> <li>(iii) provides that the members shall be jointly and severally liable for the obligations of the PL under the award/COL</li> </ul> |
| <p>SSS requires that each and every JV or consortium member shall submit all of the above Eligibility Documents, or, in the case of a foreign entity, its appropriate equivalent document, if any, issued by the foreign entity's country. All equivalent foreign documents must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the documents if they are in other foreign languages. All PLs, including all members of the JV or consortium, shall be subject to the eligibility requirements.</p>   |
| <p><b>If a Government Entity</b></p> <ul style="list-style-type: none"> <li>1. Application to Lease Investment Property (ALIP);</li> <li>2. Board Resolution authorizing the lease transaction as well as the authorized signatory to enter/sign/execute the Contract of Lease (COL);</li> <li>3. Copy of the applicable law creating the government entity;</li> <li>4. Proof of Fund Availability.</li> </ul>   |
| <b>Bid Proposal to be contained in the Second Envelope</b>  |
| 1. Bid Proposal (Sample - <b>Annex E</b> )  |
| 2. Proposal Security (in Cash or Manager's Check)   |
| 3. Proposal Securing Declaration duly notarized (Sample - <b>Annex K</b> )  |

# Annex H

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

## ELIGIBILITY STATEMENT

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

1. The (name of Company/Prospective Lessee) with office address at (address of Prospective Lessee) is interested to participate in the public bidding proceedings for the **FIVE (5)-YEAR LEASE OF THE SSS-OWNED PARKING SLOTS AT THE LOWER GROUND FLOOR AT CYBER ONE BUILDING**, Eastwood City Cyberpark, E. Rodriguez Jr. Avenue (Circumferential Road -C5), Bagumbayan, Quezon City.
2. I am the (designation) of the (Challenger Lessee), duly authorized to make this Statement for and on its behalf;
3. The (Prospective Lessee) has no pending or unpaid tax liabilities in the Philippines;
4. The (Challenger Lessee) has not been disqualified or is not “blacklisted” or barred from bidding by any government agency, instrumentality, GOCC or any bilateral or multilateral agency such as but not limited to the Asian Development Bank and the World Bank, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
5. The (Challenger Lessee) accepts the Terms of Reference, qualification criteria and the terms and conditions set by SSS;
6. The (Challenger Lessee), if awarded the contract to lease the Subject 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 Recommending Authority (RA), waives any right to seek and obtain a writ of injunction or prohibition or restraining order against the Social Security Commission (SSC), SSS, RA, Technical Working Group (TWG), SSS officers and staff to prevent or restrain the qualification proceedings related thereto, the award of the contract to a successful Challenger Lessee, and the carrying out of the awarded lease contract;
8. Each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and all statements and information provided herein are true and correct. Any falsity, error, or misrepresentation shall constitute a ground for disqualification from this bidding proceedings or revocation of award as determined by SSS;

9. The (Challenger Lessee) authorizes the SSS or its duly authorized representative/s to verify all of the documents submitted and authorizing SSS to check or review, at any time during the evaluation process, other relevant information affecting the PL or the Lease Proposal and should such review uncover any misrepresentations made in the Eligibility Documents or the Bid Proposal, or any change in the situation of the PL (including all the members of the JV or consortium), which affects the substance of its Lease Proposal, SSS may disqualify the PL from the bidding procedures and forfeit the PS, if posted;
10. (Challenger Lessee), its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any member of the SSC, SSS officers and staff, the RA, TWG, RA Secretariat on matters concerning this undertaking from the date of submission of the Lease Proposal up to the conclusion of the bidding process.
11. The (Challenger Lessee), its Directors and Officers have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment advantage to any SSC member, SSS officers and staff, RA, TWG and RA's 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.
12. The (Challenger Lessee) is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (RA 9160).

**IN FAITH WHEREOF**, I have hereunto affixed my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# Annex I

## SAMPLE FORM – WAIVER OF RIGHT TO SEEK LEGAL REMEDIES

Date

**ATTY. MARIANO PABLO S. TOLENTINO**

Vice President, Asset Management Division  
5<sup>th</sup> Floor, c/o Investment Property Department  
SSS Main Building, East Avenue  
Diliman, Quezon City

**Subject: FIVE (5)-YEAR LEASE OF THE SSS-OWNED PARKING SLOTS LOCATED AT THE LOWER GROUND FLOOR AT CYBER ONE BUILDING, EASTWOOD CITY, CYBERPARK, QUEZON CITY**

Sir/Madam:

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

Accordingly, and in accordance with the Terms of Reference (TOR) for the Modified Competitive Challenge (MCC) of the subject SSS property, the Company hereby holds the SSS free and harmless from any liability, costs and expenses, suit or allegation arising out of the Company’s participating in the MCC process. This also serves as a formal waiver by the Company of any right to file any form of legal remedy or action before any court, tribunal or administrative body to prevent or restrain or prohibit SSS from continuing the bidding proceedings related thereto and from awarding and executing a contract with the WL as determined by the RA.

Very truly yours,

Authorized representative (Please enclose letter of authority)

Name and Signature : \_\_\_\_\_

Title/Position : \_\_\_\_\_

Date : \_\_\_\_\_

# Annex J

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

## SWORN AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*


*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# Annex K

|   |   |   |   |   |
|---|---|---|---|---|
|    | Republic of the Philippines<br><b>SOCIAL SECURITY SYSTEM</b><br><b>APPLICATION TO LEASE INVESTMENT PROPERTY (ALIP)</b>                                |   |   |   |
|   | <input type="checkbox"/> NEW  |   | <input type="checkbox"/> RENEWAL                            |   |
|   | PLEASE READ THE INSTRUCTIONS AND REMINDERS AT THE BACK BEFORE FILLING OUT THIS FORM. PRINT ALL INFORMATION IN CAPITAL LETTERS AND USE BLACK INK ONLY. |   |   |   |
| <b>PART I - TO BE FILLED OUT BY THE PROSPECTIVE LESSEE (PL) / LESSEE</b>  |   |   |   |   |
| <b>A. PROPERTY TO BE LEASE</b>  |   |   |   |   |
| Check the preferred property:   |   |   |   | DETAILS:  |
| <input type="checkbox"/>  | Aseana Property, Paranaque City   | <input type="checkbox"/>  | Greenmeadows Subd. Quezon City                              | Unit No. / Lot No. / Parking Slot No.   |
| <input type="checkbox"/>  | BGC Blk 57, MCKinley Rd, Taguig City  | <input type="checkbox"/>  | Manila Harbour, Tondo Manila                                |   |
| <input type="checkbox"/>  | Cyber One Building, Eastwood, Quezon City   | <input type="checkbox"/>  | Makati Building, Makati City                                |   |
| <input type="checkbox"/>  | East Triangle Property, Quezon City   | <input type="checkbox"/>  | Philam Life Tower, Makati City                              |   |
| <input type="checkbox"/>  | FCA 5 (HK Sun Plaza), Pasay City  | <input type="checkbox"/>  | Urdaneta Village, Makati City                               |   |
| <input type="checkbox"/>  | FCA 7, Diosdado Avenue, Pasay City  | <input type="checkbox"/>  | Others:   |   |
| PROPOSED OR INTENDED USED OF PROPERTY :   |   |   |   |   |
| PROPOSED TERM OF LEASE:   |   |   |   |   |
| No of yrs: _____  |   | From _____ To _____   |   | MODE OF PAYMENT:  |
|   |   |   |   | <input type="checkbox"/> Issuance of PDC  |
|   |   |   |   | <input type="checkbox"/> Advance Payment (min. 6 mos)   |
| <b>B. PROSPECTIVE LESSEE / LESSEE INFORMATION</b>   |   |   |   |   |
|   | <b>Non-Business / Individual</b>  |   | <b>Business / Company / Corporation/ Gov't.</b>             |   |
| FULL NAME   |   |   |   |   |
| SSS NUMBER  |   |   |   |   |
| SOURCE OF INCOME  |   |   |   |   |
| BUSINESS/COMPANY NAME   |   |   |   |   |
| NATURE OF BUSINESS  |   |   |   |   |
| ER NUMBER   |   |   |   |   |
| TAX IDENTIFICATION NUMBER   |   |   |   |   |
| VAT EXEMPT or PEZA registered?  |   |   |   |   |
| EMAIL ADDRESS   |   |   |   |   |
| CELLPHONE NUMBER  |   |   |   |   |
| OFFICE TEL. & FAX NUMBER  |   |   |   |   |
| BUSINESS ADDRESS /PERMANENT ADDRESS   |   |   |   |   |
| <small>Fir/Unit No/Bldg No/Street Name/City/Province/Zip Code</small>   |   |   |   |   |
| <small>(Do not use the address of the SSS property offered for lease)</small>   |   |   |   |   |
| FOREIGN ADDRESS (if any)  |   |   |   |   |
| <small>Fir/Unit No/Bldg No/Street Name/City/Province/Zip Code</small>   |   |   |   |   |
| BRANCH OFFICE ADDRESS (if any)  |   |   |   |   |
| <small>Fir/Unit No/Bldg No/Street Name/City/Province/Zip Code</small>   |   |   |   |   |
| <b>C. CERTIFICATION, DATA PRIVACY CONSENT AND AUTHORIZATION</b>   |   |   |   |   |
| 1 I/We certify that all information furnished herein are true and correct to the best of my/our knowledge   |   |   |   |   |
| 2 I/We hereby give consent to :   |   |   |   |   |
| <ul style="list-style-type: none"> <li>the collection, data capture, storage, retention and sharing of my personal data to carry out the purpose of this application;</li> <li>disposal of the application in the manner consistent with the Data Privacy Act.</li> </ul> |   |   |   |   |
| 3 I/We trust that all these data shall be kept confidential by SSS.   |   |   |   |   |
| SIGNATURE OVER PRINTED NAME<br>OF APPLICANT/LESSEE/OWNER  |   | LESSEE / OWNER<br><br><div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">                     1 X 1                 </div> | SIGNATURE OVER PRINTED NAME<br>OF AUTHORIZED REPRESENTATIVE | Representative<br><br><div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">                     1 X 1                 </div> |
| DATE  |   | DATE  |   |   |
| <b>PART II - TO BE FILLED OUT BY SSS</b>  |   |   |   |   |
| RECEIVED AND SCREENED BY  |   |   |   |   |
| PRINTED NAME  | SIGNATURE   | DESIGNATION   | DATE & TIME   |   |



**SOCIAL SECURITY SYSTEM  
APPLICATION TO LEASE SSS PROPERTY  
ACKNOWLEDGEMENT STUB**

|                                    |                         |                                  |
|------------------------------------|-------------------------|----------------------------------|
| <b>PROPERTY</b>                    | <b>Unit/Lot /PS No.</b> | <b>PROSPECTIVE LESSEE/LESSEE</b> |
| <b>RECEIVED AND SCREENED BY</b>    |                         | <b>DATE RECEIVED</b>             |
| <b>SIGNATURE OVER PRINTED NAME</b> | <b>DESIGNATION</b>      |                                  |

**MINIMUM LEASE POLICY**

- Lease of SSS properties is thru Competitive Modes on "as-is, where-is" basis.
- Direct Negotiation is allowed for Gov't. to Gov't. transaction only and after two (2) failed bidding.
- Except for Government transactions, Reservation Fee equivalent to 1 month rent and a non-refundable Processing Fee of Php1,000.00 are required per lease transaction per property under Direct Negotiation.
- The Reservation Fee shall be forfeited in any of the events cited in Part VII, Item N (6) of the Guidelines for the lease of SSS Investment Properties (IPs). Said guidelines can be downloaded at [www.sss.gov.ph](http://www.sss.gov.ph), under Asset For Lease section of the website.
- Effectivity/ Move-In Date shall be the first day of the month following the month of receipt of the Notice of Approval (NOA) to be issued by IPD.
- Payment of Security Deposit, Advance Rent and issuance of PDC or six (6) months additional advance rent shall be made as indicated in the NOA, before issuance of Permit to Enter (PTE) the property.
- Incomplete documentary requirements will not be accepted.
- The Lease Proposal is subject to evaluation and approval by the SSS Approving Authorities and notation by the SSC

**Conforme:**

|  |                  |             |
|--|------------------|-------------|
| <b>PRINTED NAME OF APPLICANT/LESSEE/OWNER</b>    | <b>SIGNATURE</b> | <b>DATE</b> |
| <b>OR</b>  |                  |             |
| <b>PRINTED NAME OF AUTHORIZED REPRESENTATIVE</b> | <b>SIGNATURE</b> | <b>DATE</b> |

**INSTRUCTIONS**

- 1) Accomplish one (1) copy of this form. Erasures and alterations must be countersigned.
- 2) Place a checkmark on the applicable box.
- 3) Affix recent 1 x 1 photo
- 4) Write "N/A" for items not applicable
- 5) This application shall be filed personally by the current lessee/prospective lessee/authorized representative
- 6) Submit this form to Investment Property Department (IPD) and the required documents listed below

**DOCUMENTARY REQUIREMENTS GUIDE / CHECKLIST**

**I. FOR PUBLIC BIDDING, MODIFIED COMPETITIVE CHALLENGE AND DIRECT NEGOTIATION**

**NON-BUSINESS/ FOR RESIDENTIAL UNITS:**

**INDIVIDUAL APPLICANT**

- |   |   |
|---|---|
| <div><input type="checkbox"/> 1 Accomplished Application to Lease Investment Property (ALIP)</div> <div><input type="checkbox"/> 2 Certificate of Employment and Compensation (CEC) or</div> <div><input type="checkbox"/> 3 TIN Number or Latest Income Tax Return (ITR), if applicable</div> <div><input type="checkbox"/> 4 Bank Statement or Proof of Checking Account under Applicant's Name (for Issuance of PDC)</div> <div><input type="checkbox"/> 5 Sketch plan, specification, scope of work and cost estimate of proposed improvement, if any</div> | <div><input type="checkbox"/> 6 Any of the following Government issued Identification Card:<br/>SSS/GSIS ID/UMID</div> <div><input type="checkbox"/> Passport</div> <div><input type="checkbox"/> Driver's License</div> <div><input type="checkbox"/> Government issued ID</div> |
|---|---|

**BUSINESS:**

**FOR GOVERNMENT ENTITIES**

- |  |   |
|--|---|
| <div><input type="checkbox"/> 1 Accomplished Application to Lease Investment Property (ALIP)</div> <div><input type="checkbox"/> 2 Board Resolution duly certified by the Corporate Secretary authorizing the lease as well as authorized signatories to execute the Contract of Lease</div> <div><input type="checkbox"/> 3 Copy of the applicable law creating the government agency/entity</div> <div><input type="checkbox"/> 4 Certificate of fund availability/ Multi-Year Obligation Authority/ Certification from the Bank for the Budget Allotment</div> <div><input type="checkbox"/> 5 Proof of compliance to RA 9184/ Approval of BAC of Lessee for the award of lease to Lessor</div> | <div><input type="checkbox"/> 6 Any of the following Government issued Identification Card:<br/>SSS/GSIS ID/UMID</div> <div><input type="checkbox"/> Passport</div> <div><input type="checkbox"/> Driver's License</div> <div><input type="checkbox"/> Government issued ID</div> |
|--|---|

**COMPANY/CORPORATION/SOLE PROPRIETORSHIP/PARTNERSHIP**

- |  |  |
|--|--|
| <div><input type="checkbox"/> 1 Accomplished Application to Lease Investment Property (ALIP)</div> <div><input type="checkbox"/> 2 UIR registration, if applicable</div> <div><input type="checkbox"/> 3 Articles of Incorporation/Partnership, By Laws of the Lessee as amended, if applicable</div> <div><input type="checkbox"/> 4 Business Permit for the current year</div> <div><input type="checkbox"/> 5 Secretary's Certificate or Board Resolution on Authorized Signatory, if any</div> <div><input type="checkbox"/> 6 Latest Audited Financial Statement</div> <div><input type="checkbox"/> 7 Tax Clearance issued by BIR</div> <div><input type="checkbox"/> 8 Latest Income/Business Tax Return</div> <div><input type="checkbox"/> 9 Certificate of Registration (COR) from BIR/ BIR Form 2303</div> <div><input type="checkbox"/> 10 PEZA Certificate, if applicable</div> | <div><input type="checkbox"/> 11 Sketch plan, specification, scope of work and cost estimate of proposed improvement, if any</div> <div><input type="checkbox"/> 12 Bank Statement or Proof of Checking Account under Applicant's Name (for issuance of PDC)</div> <div><input type="checkbox"/> 13 Sketch plan, specification, scope of work and cost estimate of proposed improvement, if any</div> <div><input type="checkbox"/> 14 Any of the following Government issued Identification Card of Authorized Signatory:<br/>SSS/GSIS ID/UMID</div> <div><input type="checkbox"/> Passport</div> <div><input type="checkbox"/> Driver's License</div> <div><input type="checkbox"/> Government issued ID</div> |
|--|--|

**II. FOR COMPETITIVE CHALLENGE**

- |  |   |
|--|---|
| <div><input type="checkbox"/> 1 Cover Letter</div> <div><input type="checkbox"/> 2 Project Study or Feasibility Study</div> <div><input type="checkbox"/> 3 Draft Contract</div> <div><input type="checkbox"/> 4 Eligibility Documents:<br/>a Business permit for the current year</div> <div><input type="checkbox"/> b Audited Financial Statements for the last 3 years</div> <div><input type="checkbox"/> c Latest Income/Business Tax Return</div> | <div><input type="checkbox"/> e Tax Clearance</div> <div><input type="checkbox"/> f Board Resolution on the Authorized Representative/Signatory</div> <div><input type="checkbox"/> g Any of the following Government issued Identification Card of Authorized Representative/Signatory:<br/>SSS/GSIS ID/UMID</div> <div><input type="checkbox"/> Passport</div> <div><input type="checkbox"/> Driver's License</div> |
|--|---|

# Annex L

REPUBLIC OF THE PHILIPPINES

CITY OF \_\_\_\_\_) s.s.

## PROPOSAL SECURING DECLARATION

(Shall be submitted with the Bid and Proposal Security)

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, a 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 the date of the opening of the lease proposals;
3. I/We, when selected as the winning lessee, shall enter into contract with SSS and furnish the required Security Deposit 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

**[Jurat]**

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