

Republic of the Philippines
SOCIAL SECURITY SYSTEM

TERMS OF REFERENCE

**FOR THE ONE (1)-YEAR LEASE OF A
400 SQ.M. PORTION OF THE SSS-
OWNED PROPERTY IN TACLOBAN
CITY THROUGH PUBLIC BIDDING
MODE**



400 sq.m. lot portion of the SSS-owned Property in Tacloban City

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PROJECT RATIONALE

Republic Act No. 11199, otherwise known as the “Social Security Act of 2018”, mandates the Social Security System (SSS) to acquire, develop and/or dispose of property, real or personal, on its own, or through a joint venture (JV) arrangement with the public and/or private sector as may be necessary or expedient for the attainment of the purposes stated therein.

Pursuant to this mandate, the SSS is arranging the lease, on an “as-is, where-is” basis, of a 400 sq.m. portion of the SSS-owned property located inside UP Tacloban Compound, along Army Road, Brgy. 56-A, Downtown, Tacloban City, Leyte. The property location map and site map showing the said property are attached hereto as Annexes B and C.

The disposition is being carried out in accordance with Part VI, Item A.1 Public Bidding and Item I.A.1 of Annex A of the Guidelines for the Lease of SSS Investment Properties (IPs) that was approved under Social Security Commission (SSC) Resolution No 403-s.2020 dated August 5, 2020 in relation to Section 531 of the Government Accounting and Auditing Manual (GAAM), which essentially requires that the lease of a revenue generating property shall undergo a competitive procedure. The Public Bidding (PB) shall be initiated and solicited by the SSS, whereby eligible prospective lessees (PL) will be invited to submit their bids based on published procedures and criteria.

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 PB shall be administered by the ROPA and Acquired Assets Department (ROPAAAD) and Asset Management Division (AMD) as the Recommending Authority (RA) for this project. Any decision of and/or action taken by the RA is recommendatory and is subject to the approval by the SSS Approving Authorities (AA) and for the information of the SSC.

I. PROPERTY BACKGROUND

A. Property Description

The 400 sq.m. lot for lease is a portion the SSS-owned parcel of land with a total area of 7,685.00 sq.m. located inside UP Tacloban Compound, Magsaysay Boulevard, Tacloban City, Leyte. The subject lot for lease has a cell site tower and a concrete fence for the telecommunication facility.

The property is situated in an area where land development is mixed government, commercial and residential.

The property is primarily accessible via Army Road, which was designed to support access of light to medium vehicles as well as modern pedestrian traffic. There is no direct public utility vehicle line running along Army Road, however, there are cabs operating in the area as public transport for commuters. The closest main thoroughfare is the Magsaysay Boulevard.

Electric power is distributed by the Leyte II Electric Cooperative, Incorporated. The water supply is distributed by the Leyte Metro Water District. All mobile networks are available in the area. Police, fire protection, other facilities and utilities are maintained by the local government of Tacloban City.

B. Land Use

Based on the analysis of the property and the predominant land use in the neighborhood, a commercial use would represent the highest and best. The SSS shall offer the subject lot for lease on a short-term basis to interested eligible lessees for telecommunication facility.

C. Property for Lease

SSS hereby offers the subject property for lease at a Minimum Bid Price (MBP), exclusive of 12% VAT, as follows:

Lot Area (sq.m.)	Based on <u>Php80.00/sq.m.</u> MBP			Utilization
	Monthly Rental Rate for the First Year of Lease, VAT exclusive	Monthly Rental Rate for the First Year of Lease, with VAT	Total Rental Rate for the First Year of Lease, with VAT	For telecommunication facility
400	32,000.00	35,840.00	430,080.00	

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.	Bid Bulletin	Document to be issued by the RA that shall contain any clarifications, amendments and/or supplements to the Invitation to Bid (Annex D) and to this TOR.
B.	Bid Proposal/Price	The offered rent from a PL in Pesos per square meter of the area to be leased. It should not be lower than the MBP set herein.

		It shall be submitted together with the Proposal Security (PS) and Proposal Securing Declaration (PSD) as set forth in this TOR. These documents comprise the 2 nd Envelope to be submitted to SSS on or before the deadline for submission and opening of bids.
C.	Contract of Lease (COL)	Written agreement specifying the terms and conditions of the lease set forth by the SSS, reviewed and cleared by the Office of the Government Corporate Counsel (OGCC).
D.	Eligibility Documents	Legal and financial qualification documents to be submitted to SSS on or before the deadline for submission of bids to be admitted as eligible bidders as set forth in this TOR. These documents comprise the 1 st envelope to be submitted by the PL.
E.	Highest Ranked Bid (HRB)	Lease Proposal with the highest offered rent among the proposals submitted by all PLs.
F.	Highest Ranked and Complying Bid (HRCB)	Lease Proposal with the HRB that passed the post-qualification requirements.
G.	Lease Proposal	Refers to the Eligibility documents and Bid Proposal to undertake a lease project submitted by an interested PL in response to and in consonance with the requirements of this TOR. This comprise the 1 st and 2 nd Envelopes to be submitted to SSS on or before the deadline for submission and opening of bids.
H.	Permit to Enter (PTE)	A document to be issued to the winning lessee (WL) for the possession of the property during the lease period, subject to compliance with the terms and conditions of this TOR.
I.	Proposal Securing Declaration (PSD)	<p>To be submitted together with the Bid Proposal and PS. These comprise the 2nd Envelope to be submitted to SSS on or before the deadline for submission and opening of bids.</p> <p>In the PSD, the PL shall undertake the following:</p> <ol style="list-style-type: none"> 1. 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; 2. When selected as the WL, to enter into COL with SSS and furnish the required Security Deposit (SD) from receipt of the Notice of Award (NOA) and prior to the execution of the COL; 3. 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; 4. 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

		<p>with the SSS when selected or when there is a failure to furnish the required SD;</p> <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"> 1. When after its non-selection, a PL has submitted a written waiver of its right (see Annex H) to file a request for reconsideration within the period prescribed in this TOR; or 2. In the absence of a written waiver as above- mentioned, after a COL has already been signed by the SSS and the selected lessee and the corresponding security deposit has been posted.
J.	Proposal Security (PS)	<p>This is issued in favor of the SSS by the PL as security for their faithful compliance to the conditions of the lease project including but not limited to entering into the COL with SSS when selected. It shall be in the form of cash, cashier's/manager's check or bank draft guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank payable in favor of SSS in the minimum amount equivalent to the first month rent, inclusive of VAT, on the initial year lease period.</p> <p>The PS must be valid for one hundred eighty (180) calendar days from the date of the opening of the proposals.</p> <p>The PS should also be extended corresponding to at least the extension of the proposal validity period.</p> <p>It shall be submitted together with the Bid Proposal and PSD as set forth in this TOR. These documents comprise the 2nd Envelope to be submitted to SSS on or before the deadline for submission and opening of bids.</p> <p>If considered as the WL, the PS shall form part of the SD, otherwise, it shall be returned after the bidding without interest.</p>
K.	Prospective Lessee (PL)	Any person (natural or juridical), including foreigners, authorized by law to reside and/or conduct business in the Philippines interested to lease the SSS IPs.
L.	Recommending Authority (RA)	The Vice President (VP) for AMD and Acting Head for ROPAAAD shall administer the PB procedures for this lease project.
M.	Social Security Commission (SSC)	The governing board and policy-making body of the SSS.
N.	Winning Lessee (WL)/ Lessee	The PL declared as HRCB and approved by the AA.

III. BID ITEM

The bid item is the lease rate per sq.m. per month, exclusive of VAT, with the MBP per sq.m. as stated in **Part I, Item C** of this TOR.

A bid proposal containing an amount less than the MBP shall automatically be rejected.

The procedure for the evaluation and comparison of bids is specified under **Part IX, Item B “Detailed Process”**, sub-item 5.b “*Opening and Evaluation of Bid Proposals*” of this TOR.

All bid proposal prices shall be quoted in Philippine Pesos.

IV. MANDATORY PURCHASE OF TOR

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

A complete set of TOR may be acquired by interested PL starting **May 23, 2024** up to the scheduled submission and opening of eligibility documents and bid proposals at the 5/F, ROPA and Acquired Assets 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 PL or his authorized representative.

It may also be downloaded free of charge from the SSS website **www.sss.gov.ph** under the **PROCUREMENT** tab, **Assets for Sale/Lease** section, **Assets for Lease** subsection. If interested to participate in the bidding process, the PL 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 the vacant SSS lot on an “as-is, where-is” basis through public bidding:

A.	Lease Term	Lease term is one (1) year on an “as-is, where-is” basis. Renewal of lease is possible if Lessee complies with the SSS Guidelines for the Lease of SSS Investment Properties.
B.	Effectivity of Lease	If the Winning Lessee (WL) is not the present occupant, lease shall commence on the 1 st day of the month following the month of receipt of the Notice of Approval (NOA). The RA shall notify the WL within five (5) calendar days upon receipt by the RA of the Approval of the Award from the AA. However, should the WL turn out to be the present occupant, the lease shall commence on 01 February 2024.
C.	Minimum Bid Price (MBP) or Rental Rate per sq.m per Month	Shown on Part I, Item C of this TOR. Bids received below the minimum amount shall be rejected at the opening of the Bids.
D.	Rental Escalation	7.83% annually to start on the 2nd year of the lease term.
E.	Security Deposit (SD)	Equivalent to 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.
F.	Advance Rental	Equivalent to 3 months’ rent, inclusive of 12% VAT, to be

	Payment (ARP)	applied on the first 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.	Project Variation	<ol style="list-style-type: none"> 1. The SSS, through the approving authority that approved the lease contract, upon recommendation of ROPAAAD, may approve a request for a project variation to cover any proposed change in specifications, materials, and design of the building, subject to the following conditions: <ol style="list-style-type: none"> a. The proposed revision/s shall not impair the quality of the building and/or reduce the total gross floor/leasable area approved in the contract or increase SSS' share of cost, if applicable; b. The project variation shall not reduce the guaranteed rent on the property, the construction period as approved in the contract; c. The request is made at least one hundred twenty (120) calendar days prior to intended commencement date of implementation of revisions; and d. Lessee shall adjust accordingly all the insurance coverage and performance security affected by the project variation and submit proof thereof to the SSS within at least thirty (30) calendar days prior to the commencement date of implementation of revisions. 2. The contract of lease may be amended to reflect any approved project variation. 3. Any revision in the specifications, materials, or design, of the building without the prior consent of the SSS, shall be a ground for SSS to order a work stoppage, demolition of any unauthorized work, and the restoration to its original design and/or termination of the lease contract.
H.	Insurance	<ol style="list-style-type: none"> 1. Construction <p>Prior to the start of construction of the approved development or rehabilitation works, including any approved extension of construction period, the lessee shall obtain at its own expense an all-risk insurance coverage issued by the GSIS or any Top 10 insurance company accredited by the Insurance Commission assigned in favor of SSS, and submit to SSS a copy of the insurance policy/ies. The all-risk insurance shall answer for any damage to property and/or injury or death as a result of or incidental to the lessee's construction works, property or fire, earthquake, flooding/ inundation or any calamity, or force majeure, without prejudice to SSS' right to file a case against the lessee for any additional claim not covered by the insurance.</p>

		<p>2. Operational</p> <p>Except as may be otherwise approved by the AA and indicated in the contract, during the lease period the lessee shall obtain at its own expense an all-risk insurance coverage for the leased property, including any additional improvement therein, assigned in favor of SSS and issued by the GSIS or any Top 10 insurance company accredited by the Insurance Commission and submit to SSS a copy of the insurance policy/ies. The all-risk insurance shall answer for any damage to property and/or injury or death as a result of or incidental to the lessee's operation of the leased property or fire, earthquake, flooding/inundation or any calamity, or force majeure, without prejudice to SSS' right to file a case against the lessee for any additional claim not covered by the insurance.</p>
I.	Performance Security	<ol style="list-style-type: none"> 1. To guarantee the lessee's faithful performance of its obligation to construct and complete the construction of the proposed development and/or rehabilitation works under the contract, the lessee shall, within five (5) calendar days from receipt of the NOA, post a performance security in favor of SSS in an amount not less than 10% of the estimated cost of development/improvement works. The performance security may be in the form of cash, bank guaranty or irrevocable standby letter of credit issued by a universal or commercial bank, or a Surety Bond, callable upon demand, issued by the GSIS or any Top 10 insurance company accredited by the Insurance Commission, and reasonably acceptable to SSS and shall be in the form and amount computed based on the formula prescribed in the TOR. 2. The performance security shall be forfeited in the event that the lessee fails or refuses to construct or complete the construction of its proposed development or rehabilitation works within the prescribed period or its extension. 3. The performance security shall be released by the SSS within sixty (60) calendar days from the successful completion and final acceptance of the constructed development.
J.	Occupancy	<ol style="list-style-type: none"> 1. The WL shall be responsible in securing the corresponding Certificate of Occupancy, if applicable. The request for issuance of Certificate of Occupancy shall pass through the EFMD for inspection and evaluation; 2. No building/structure shall be used until the Building Official has issued a Certificate of Occupancy as provided in the National Building Code of the Philippines.

K.	Rental Payments	<p>Upon submission of the signed and notarized COL, the lessee shall simultaneously submit post-dated checks (PDCs), dated every 1st day of the applicable month for the remaining months of the first year of the lease term after taking into consideration the ARP and Fit- Out Period, if any.</p> <p>Thereafter, the lessee shall, without need of a demand from SSS, issue twelve (12) PDCs dated every 1st day of the applicable month every year, or the corresponding number of remaining months of the lease term, if unexpired months are less than 12, to be submitted at least sixty (60) calendar days before the anniversary of the commencement date of the lease.</p>
L.	Delay/ Non-Payment of Rentals and Other Dues and Default	<ol style="list-style-type: none"> 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/Common Usage Service Area (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. 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 5 days from receipt of the aforesaid letter/notice. 3. For purposes of these guidelines, the term default shall refer to the following: <ol style="list-style-type: none"> 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. 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 to exercise rights/remedies prescribed in these guidelines and other applicable laws, rules, and issuances. 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>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 receipt of the SSS' written notice.</p> <ol style="list-style-type: none"> 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. 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: <ol style="list-style-type: none"> a. Cancel the COL; b. Cut-off utilities; c. Take possession of and padlock the leased premises; and d. Take appropriate legal action against the Lessee. 6. In addition to the foregoing, the SSS may take over/step-in to the rights of the lessee over any sub-lease, if any, to the extent provided in the TOR. 7. 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 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 Item Nos. 5 and 6 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
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		<p>of the leased IP.</p> <p>8. 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 one 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>9. 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>
M.	Priority of Application of Payments	<p>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 Part O, Item O.5 of this TOR.</p>
N.	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 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</p> <p>Utility charges such as, but not limited to, electric, telephone, and water for the leased premises for the duration of the lease, shall be for the account of the lessee and settled directly with the providers.</p>

		<p>3. Association Dues</p> <p>Association dues imposed during the lease period, shall be for the account of the lessee and payable to the lessor.</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, Income and Business Tax Returns</p> <p>The lessee must submit proofs of payments for utilities and other dues to the SSS 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 Executive Order (EO) 398, s. 2005, the LESSEE/S shall submit income and 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"> 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. 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. 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. 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.
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		<p>PLs shall submit tax clearance pursuant to EO 398 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>
O.	Extrajudicial Termination of Lease	<p>1. Construction/Rehabilitation Period</p> <ul style="list-style-type: none"> a. The SSS or lessee may extrajudicially terminate the lease for violation of contract, including abandonment of the leased property, and whenever the lessee committed an act or negligence that puts the SSS, as it determines, in a financial and/or reputational risk. b. For failure to complete the construction within the prescribed construction period or the approved extension thereof, the SSS may, without prejudice to the other available remedies provided in these guidelines and applicable laws and issuances, extrajudicially terminate the lease and exercise any of the following: <ul style="list-style-type: none"> i. Demand the lessee to remove any or all improvements at the sole expense of the lessee; ii. Demand for the payment for loss of potential income, and damages, actual or incidental, as a result of the non-completion of the construction within the prescribed period or the approved extension thereof. c. The SSS may extra-judicially 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 to generate the much needed funds, 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. d. The lessee may not extrajudicially terminate the COL for any other reason as stated under Part V. (R) (1) (a) of this TOR, otherwise, the SSS shall forfeit all monies so far remitted to it, without prejudice to the filing of appropriate action, if any. <p>2. Operational</p> <ul style="list-style-type: none"> a. The SSS or lessee may extra-judicially 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

		<p>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> <ul style="list-style-type: none"> 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; ii. Demand the lessee to remove any or all improvements at the sole expense of the lessee; 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>c. The SSS may extra-judicially 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 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 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</p>
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		<p>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</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. Upon request of the Lessee, the SSS may waive its rights under Part V. (R) (2) (c) and (R) (2) (e) of this TOR for the whole duration of the lease term or in part, provided that the cost of developments or rehabilitation works on the leased property as assessed by the EFMD, is at least equivalent to one (1) year rental for residential leases or two (2) years rental for commercial leases (exclusive of VAT).</p> <p>h. 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>3. In the case of lease of clustered properties, the lessee shall not be allowed to invoke partial extrajudicial termination of the lease contract.</p>	Date of Pre-termination	% of Forfeiture	Within 1st half of lease term	100% of SD	Within 3rd quarter of lease term	50% of SD	Within 4th quarter of lease term	25% of SD
Date of Pre-termination	% of Forfeiture									
Within 1st half of lease term	100% of SD									
Within 3rd quarter of lease term	50% of SD									
Within 4th quarter of lease term	25% of SD									
P.	Improvements on the Property	<p>1. All improvements shall require the prior approval of the AA who approved the lease project.</p> <p>2. Upon expiration/termination of the lease, all improvements and conditions in the leased property, which cannot be removed without causing damage or injury to the leased property, introduced or made by the lessee, shall become the SSS' property upon the expiration of the lease period or any extension or renewal thereof, or the termination of the lease contract, without any obligation on the part of the SSS to reimburse the lessee for the value thereof. However, the lessee may, at its option and own expense, elect to remove such alterations and improvements which are not otherwise stipulated to be retained or owned by the SSS and which are capable of being detached without</p>								

		<p>causing material damage or injury to the leased property.</p> <p>3. All improvements shall be included in the determination of the rent should the lease be renewed, except as may be otherwise indicated in this TOR.</p>
Q.	Prohibitions on the Use of the Property and Inspection	<p>1. The Lessee shall not use the leased property including any improvement thereon for:</p> <ul style="list-style-type: none"> a. Purposes other than and/or contrary to what is permitted in the COL; b. Purposes which are illegal, immoral, or contrary to public policy; c. Purposes or acts as may be prohibited by the SSS; d. Any activity which may endanger the health, safety, peace, and tranquility of other people conducting business and/or residing in the same area such as but not limited to production of annoying sounds and obnoxious odors, and other analogous activities; and e. Any activity which may endanger the environment through ecological disturbances and other analogous activities. <p>2. The foregoing prohibitions shall remain in force even if the property or any portion thereof has been sub-leased.</p> <p>3. To ensure faithful compliance of lessee/s on proper use of the property, ROPAAAD 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.</p> <p>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.</p> <p>5. The lessee shall take all precautions necessary to protect the leased unit against predictable damage and/or damages caused by fortuitous events.</p>
R.	Repairs and Maintenance	<p>As a general rule, all repairs and maintenance on the leased property, including all the development and improvements constructed thereon or SSS' equipment retained therein, shall be for the sole account of the lessee.</p> <p>The repairs of damages solely due to force majeure and/or a fortuitous event shall be for the account of the SSS within the limit of the insurance policy.</p>
S.	Sublease	<p>1. The Lessee may sublease the leased property with prior written approval of the SSS. The Lessee shall ensure that the terms and conditions of its agreement/s with its sublessee/s conform to the terms and</p>

		<p>conditions of the COL. In case of conflict in the provisions of the agreement/s between the Lessee and its sublessee/s with the provisions of the COL, the provisions of the COL shall prevail.</p> <ol style="list-style-type: none"> 2. A provision on the right of SSS to take over/step-in to the rights of the lessee over any sublease, shall be contained in any sublease contract to clearly reflect the said right/authority of the SSS and to properly notify the sublessee. 3. A copy of the sublease contract shall be submitted to the SSS within 10 calendar days from the execution thereof to ensure compliance with the foregoing requirements. 4. The Lessee shall be primarily and solidarily responsible for any act and/or omission of the sublessee/s that is violative of the COL and/ or for the damage such sublessee/s may cause. 5. Upon the expiration or termination of the COL, all sublease shall automatically be terminated and of no force and effect.
T.	Assignment, Transfer, or Conveyance of Lessee's Rights	<ol style="list-style-type: none"> 1. The assignment, transfer, or conveyance of the lessee's rights, whether wholly or partially, over the SSS property in favor of a third party shall be subject to the evaluation and prior written consent of the SSS. Any assignment, transfer, or conveyance without the prior written consent of the SSS shall be null and void insofar as SSS is concerned. 2. In case of lease with construction of development, any assignment, transfer, or conveyance of lessee's rights, whether wholly or partially, pending completion of the approved development shall not be allowed. 3. Notwithstanding the approval of any assignment, transfer, or conveyance of the lessee's rights over the leased property, the lessee and its assignee shall be solidarily liable to the SSS for any unpaid or unfulfilled obligations incurred prior to such assignment, transfer, or conveyance of the lessee's rights over the leased property.
U.	Step-In Rights	<p>The SSS shall have step-in rights to the rights of the LESSEE/S over any sublease which may be due to circumstances such as, but not limited to:</p> <ol style="list-style-type: none"> 1. Default in rent – If LESSEE/S fail/s to pay the rent on due date, without need of demand. 2. Default on money obligations other than rent - If LESSEE/S fail/s to pay its outstanding obligations within thirty (30) calendar days from the SSS' successful transmittal of the final Collection Letter/Notice. 3. Violation/breach of other terms and conditions of this

		<p>Contract – LESSEE/S violate/s any of the terms and conditions in this Contract including abandonment of the Leased Premises and such violation persists or not remedied within the prescribed period in the Lease Guidelines and despite the issuance of a written notice.</p> <p>4. Force Majeure, Inflation, Crisis or Insolvency/ Bankruptcy of the LESSEE – LESSEE/S extrajudicially terminates the lease due to her/his/its/their inability to pay rent caused by force majeure (e.g. any war, acts of God or any other cause beyond the LESSEE's/LESSEES' control and without any contributing fault on the part of the LESSEE/S), extraordinary inflation, health/economic crisis and bankruptcy.</p> <p>5. LESSEE/S committed an act or was negligent, that put the SSS, as it determines, in a financial and/or reputational risk.</p> <p>Further, the SSS is deemed authorized by the LESSEE/S to exercise the option to lease-out any or all portions of the Leased Premises to other parties as the agent of the LESSEE/S, or to continue the sublease over the Leased Premises and/or step-in to the rights of the LESSEE/S over any sublease, to receive the rent thereof, and to apply the same to the payment of the rent due under the Contract, holding the LESSEE/S liable for any deficiency, without prejudice to any right of action against the LESSEE.</p> <p>The Leased Premises is considered to be abandoned, deserted or vacated if, for a period of thirty (30) or more consecutive calendar days within the lease period, or any extension or renewal thereof, the LESSEE/S has/have ceased operation in the Leased Premises and the rental for such period is unpaid and the LESSEE/S fail/s to respond within fifteen (15) days from SSS' successful transmittal of a written notice.</p> <p>The SSS shall not be precluded from exercising its right/remedies set out in the Lease Guidelines, the TOR or in the COL.</p>
V.	Award of COL	The SSS shall award the COL to the PL that submitted the highest proposal and passed the post-qualification.

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 PLs with a copy of the property titles, maps, and relocation survey plans;
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 an “**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 PL shall:

1. Be solely responsible for its own due diligence on all matters relating to this TOR and the leased area 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 PL out of data furnished or indicated in this TOR, including any Bid Bulletin/s issued by the RA. Failure of the PL 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 office space 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 PL to make a competitive estimate. The PL, by the act of submitting its lease proposal, acknowledges that it has inspected the area for lease 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 PL, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the PL in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the PL 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 **Part II, Item J** of this TOR.

C. The WL shall:

1. Strictly comply with the terms and conditions of the COL executed by and between SSS and the WL, and maintain all warranties and representations in good standing for the duration of the contract period. (**See Annex A – Pro-forma Contract of Lease**);
2. Pay, at its sole account, all applicable taxes, licenses, fees and charges due on the lease transaction, the leased area and its improvements, if any, and those that may be imposed by law during the entire term of the COL;
3. Pay the monthly rental, inclusive of VAT, at the due date without need of demand;

4. Submit the company's Audited Financial Statements annually, if applicable;
5. Undertake the management, possession and security of the leased area upon signing of the COL for the duration of the lease period; and
6. Perform such other obligations as may be stated and/or incidental to those stated in the COL.

VII. ELIGIBLE PL/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 the vacant lots 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

PLs must satisfy the following criteria, whenever applicable, to be eligible to participate in the public bidding for the lease of the SSS properties:

A. Legal

1. The PLs 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. A PL or any member of its consortium or sub-contractor shall be ineligible to participate in any lease project concerning an IP under these Guidelines if it has been disqualified or has been declared/included in any blacklisting process 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.
3. All PLs shall be required to submit, as part of their qualification documents, a statement stipulating that the PL: (i) has accepted the qualification criteria established by the RA; and (ii) waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against the SSC, SSS, RA and SSS officers to prevent or restrain the qualification proceedings related thereto, the award of the COL to a successful PL, and the carrying out of the awarded COL. Such waiver shall, however be, without prejudice to the right of a disqualified or losing PL to question the lawfulness of its disqualification or the rejection of its proposal by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order.

B. Technical (as applicable)

For all types of lease of IPs with proposed development, the PLs must have completed, within a specified period from the date of submission and receipt of proposals, a similar and/or related project and must be able to meet the minimum requirements of SSS on years of experience as a real estate developer. The similar project completed must have a total cost of at least fifty percent (50%) of the SSS estimated cost for its proposed development project.

C. Financial Capability

The PLs must have adequate capability to sustain the financing requirements for the lease with or without development of the SSS property/ies. This shall be measured in terms of:

1. **Good financial and credit standing.** The PLs must have bank account/s with cash balance or a credit line from a reputable commercial/universal local or international bank in an amount equivalent to at least the **2 months advance rent and 2 months Security Deposit, inclusive of VAT**, of the PL's desired property, if without development. If with proposed development, the amount shall be equivalent to at least the total of the **2 months advance rent and 2 months Security Deposit plus 20% of the estimated development/improvement costs of the proposed development.**
2. **Timely and Complete Payment of Taxes.** The PLs (and all members, if a PL is a JV or consortium) must be up to date in its payment of all applicable taxes and must be able to submit a valid tax clearance.

Tax Clearance is required pursuant to EO 398 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.

IX. PUBLIC BIDDING PROCESS

A. General Process Flow

1. Publication of Invitation to Bid
2. Pre-Bid Conference
3. Submission of Eligibility Documents and Bid Proposal together with the PS and PSD
4. Two-Stage Evaluation
 - a. Opening and Preliminary Examination of Eligibility Documents
 - b. Opening and Evaluation of Bid Proposal Documents
5. Notification to the HRB
6. Post-Qualification
7. Award on Lease of Property
8. Execution of the COL

B. Detailed Process

1. Publication of **Invitation to Bid** 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), **at least twenty (20) calendar days before the scheduled public bidding**.
2. Conduct of a **Pre-Bid Conference** at the RA's discretion, depending on the complexity of the area to be leased out. The Pre-Bid Conference may be held **at least 5 days before the submission of bids** to be attended by interested PLs for purposes of clarifying the bidding rules, procedures and approval process.

Any statement made at the Pre-Bid 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-Bid Conference for this Project on the specified date and time or through online conference using Microsoft Teams as indicated in item 7 of the Invitation to Bid (**Annex D**).

PLs may request for clarification on and/or interpretation of any part of the TOR as specified under **item 8** of the Invitation to Bid 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 Invitation to Bid, within 2 calendar days from the conduct of the Pre-Bid Conference.

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

3. **Submission of Eligibility Documents (refer to Annex F - Checklist of Documents)/ Bid Proposals (Annex E - Sample Bid Proposal) with PS and PSD (Annex K – Sample PSD).**

Interested PLs 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 2 of the Invitation to Bid.

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

In case video conferencing, 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.

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

- 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 Certified True Copies (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 see **Annex E** for the 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 PL;

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

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

PLs shall enclose their original Eligibility Documents in one sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS FOR BID ITEM/S _____ [PL 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 _____ [PL 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, PLs shall enclose their original Bid Proposal, PS and PSD in one sealed envelope marked "ORIGINAL-BID PROPOSAL FOR BID ITEM _____ [PL 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 _____ [PL to write the specific Bid Item subject of its bid]" in another envelope. If PL 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 "**SSS FCA-7 PROPERTY (BID ITEM/S _____)**", subject of the bidding;
- b. Bear the name and address of the PL in capital letters;
- c. Be addressed to the RA as identified in the Invitation to Bid; 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. Two-Stage Evaluation

a. Opening and Preliminary Examination of Eligibility Documents

The RA shall consider Eligibility Documents submitted even if there is only one PL. The envelopes containing the Eligibility Documents from PLs 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 PLs 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 PLs 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 PL 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 PL concerned as "ineligible".

b. Opening and Evaluation of Bid Proposals

The Bid Proposals opened on same day shall be evaluated and ranked based on the bid price and the highest bid price shall be declared the Highest Ranked Bid (HRB).

Only bids that are determined to contain all the bid requirements for both components shall be rated passed and shall immediately be considered for evaluation and comparison.

In case of a tie, the PL who submitted the highest amount of PS shall be chosen. For PLs with the same amount of PS, if a tie involves two PLs, toss coin shall be resorted to. If a tie involves three or more PLs, "draw lots" shall be resorted to decide the HRB.

The PS of losing PLs shall be returned immediately after the bidding without interest. The receipt by losing PL 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 PL 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 the PS of losing PLs without interest.

6. Notification to the HRB

The PL 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.

7. Post-Qualification

- a. The RA shall conduct post-qualification for a period of 5 working days from the determination of the HRB or from receipt of the Tax Clearance, if submitted was only proof of filing to qualify for eligibility, to verify the accuracy and authenticity of all the documents and information submitted by PL with the HRB. Any material

inconsistencies, errors or misrepresentations in the submitted documents shall be ground for disqualification and forfeiture of the PS;

- b. If the PL with the HRB passes post-qualification, his/her/its bid shall be declared as the HRCB. The HRCB shall be notified on the submission of the proposed improvement plans/designs/specifications and cost estimates, for evaluation and determination of the RFCP, if shall be requested, and construction period, if applicable, to be indicated in the COL.
- c. The RA shall recommend to the SSC or designated Approving Authority that the lease of the Property be awarded to the said PL as the WL;
- d. If the PL with the HRB fails post-qualification due to misrepresentation, fraudulent acts, falsification, submission of spurious/fake documents or commission of an offense about the bidding process, or non-submission of Tax Clearance, the RA shall notify the PL of the results thereof and forfeit its PS. The RA shall declare a failure of bidding and conduct a re-bidding.

After 2 failure of biddings the SSC, at its discretion, may accept lease proposal thru direct negotiation with interested Lessee.

8. Award on Lease of Property

- a. Within 5 working days from determining the PL with HRCB, the RA shall recommend to the SSC or to the designated AA, the award on the lease of the property/ies to the HRCB;
- b. The RA shall notify the WL in writing that his/her/its bid has been accepted, through a NOA, within 5 working days from receipt of the approval of the award by the AA, to be received personally by the WL or sent by registered mail or electronically. Receipt of which must be confirmed in writing by the WL within 2 working days and submitted personally by the WL or his/her/its representative or sent by registered mail or electronically to the SSS. The RA shall furnish ROPAAAD with a copy of the NOA.

9. 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 2 months SD (remaining balance after considering the PS) and 2 months Advance Rent, post-dated checks (PDCs) for the first year of lease after considering the 2 months advance rent and RFCP, if applicable, and all documentary requirements as listed in the NOA. 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 SSC without giving prior notice or providing any

reason. Should any of the information and/or procedures contained in this TOR be amended or replaced, the RA shall inform and send Bid Bulletin to all PLs. To ensure that all PLs are informed of the amendments, all PLs 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 Bid Bulletins shall be duly acknowledged by each PL 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 PB procedures, as determined by the SSS.

B. Requests for Written Clarification

All interested PLs 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 8** of the Invitation to Bid (**Annex D**). Bid Bulletin will be posted in the SSS website and will also be sent to PLs who have purchased this TOR. Receipt of all Bid Bulletin shall be acknowledged by each PL prior to the submission and opening of the Eligibility Documents and Bid Proposal and shall be so indicated therein.

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 Bid Bulletin/s circulated to PLs 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:

Concurrent Acting Head and CEO IV
ROPA and Acquired Assets Department
5th Floor, SSS Building, East Avenue, Diliman, Quezon City

Signed communications may be sent electronically through email address lease.ropaaad@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 PL withdraws its proposal during its validity, fails to and/or refuses to enter into a COL with the SSS when selected or when there is a failure to furnish the required SD 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 3 calendar days upon receipt of written notice or upon verbal notification when duly present during the RA's meeting. The RA shall decide on the request for reconsideration within 7 calendar days from receipt thereof. The PL shall not be allowed to submit additional documents to correct any defects in the bid submitted.

If a failed PL signifies its intent to file a request for reconsideration, the RA shall keep the bid envelopes of the said failed PL 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 Approving Authority. Provided, however, that a prior request for reconsideration should have been filed by the PL concerned in accordance with the preceding section, and the same has been resolved.
3. The protest must be filed within 7 calendar days from receipt by the PL 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 PL;
 - b. The office address of the PL;
 - 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 PL shall likewise certify under oath that:
 - a. PL 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, PL is including a complete statement of the present status thereof; and
- c. If PL 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, at the option of the **LESSOR**.

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.

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

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

N. Observance of Highest Standard of Ethics

1. The SSS as well as the PL/s shall observe the highest standard of ethics from the beginning of the process up to the execution of the COL. In pursuance of this policy, the SSS and the PL/s shall not commit any of the following defined acts:
 - 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 PL/s (prior to or after the submission of the required documents) as hereinafter defined;

- c. **Collusive Practices** – a scheme or arrangement between two or more PL/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 PL/s on one hand, and the members of the SSC, the President and Chief Executive Officer (PCEO), any member of the LSC, the AAs, or any of the employees of the Asset Management Division (AMD) on any matter relating to the SSS leasing project is strictly prohibited.
 - 3. In the event that it is established that the PL 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 unsolicited proposals shall be accompanied by a sworn affidavit of the PL 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 AAs, or any of the employees of the AMD. This condition shall apply to the following persons:
 - a. If the PL is the sole proprietor, to the PL himself/herself;
 - b. If the PL is a partnership, to all its officers and members;
 - c. If the PL is a corporation, to all its officers, directors, and controlling stockholders;
 - d. If the PL is a cooperative, to all its officers, directors, and other elected representatives; and
 - e. If the PL is a JV, the immediately preceding items (a), (b), or (c), shall correspondingly apply to each member of the said JV, as may be appropriate.
- 2. All PLs who fail to submit the above disclosure or found to have conflicting interests with the SSS or any of the other PLs shall be disqualified to participate herein, without prejudice to the imposition of appropriate administrative, civil, and/or criminal

sanctions. A PL may be considered to have conflicting interests with another PL when:

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

Bidding Activities		Estimated Calendar Days	Timeline
1.	Publication of Invitation to Bid	14	Day 1 to Day 14
2.	Issuance of Terms of Reference		Day 1 to Day 35
3.	Preparation of Eligibility Documents and Bid Proposal	20	Day 15 to Day 34
4.	Pre-Bid Conference		Day 19
5.	Submission of Request for Clarification by PL/s		Day 20 to Day 21
6.	Issuance of Bid Bulletin		Day 22 to Day 24
7.	Submission, Opening and Preliminary Examination of Eligibility Documents and Bid Proposal	1	Day 35
8.	Evaluation of Bid Proposal	5	Day 36 to Day 40
9.	Notification to PL with the HRB	3	Day 41 to Day 43
10.	Submission of Tax Clearance, if applicable	5	Day 44 to Day 48
11.	Post-Qualification of All Documents and Information submitted by PL with the HRB	5	Day 49 to Day 53
12.	Notification to PL-HRCB that passed Post-Qualification to Submit Proposed Improvement Plans/Design/Specifications/ Cost Estimates and Construction Period, if applicable, to be indicated in the COL	3	Day 54 to Day 56
13.	Referral of Plans submitted by HRCB to EFMD for Evaluation from Receipt of Documents of the HRCB	2	Day 57 to Day 66
14.	Evaluation by EFMD of Proposed Improvement Plans/ Design/ Specifications/ Cost Estimates and Construction Period from Receipt of Request	7	Day 67 to Day 68
15.	Notification to HRCB on Conforme of RFCP from Receipt of EFMD's Evaluation	2	Day 69 to Day 75
16.	Receipt by ROPAAAD of HRCB-Signed Conformity to RFCP	3	Day 76 to Day 77
17.	Request to DCD from ROPAAAD to finalize COL from receipt of signed Conforme from HRCB	2	Day 78 to Day 80
18.	Finalize COL by the DCD as requested by the ROPAAAD based on the recommendation of RA on the WL	20	Day 81 to Day 82
19.	Preparation of Recommendation for Award	5	Day 83 to Day 102
20.	Approval of the Award and the COL by the AA, as recommended by the RA	7	Day 103 to Day 107
21.	Issuance of Notice of Award and COL by the RA	5	Day 108 to Day 114
22.	Written Confirmation of Receipt of NOA and COL by WL		Day 115 to Day 119
23.	Execution of COL, to be administered by the ROPAAAD	10	Day 120 to Day 122
		129	

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

Annex A

Pro-Forma Contract of Lease

CONTRACT OF LEASE

This Contract of Lease (Contract) is made and executed by and between:

The **SOCIAL SECURITY SYSTEM (SSS)**, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, otherwise known as the Social Security Act, with principal office at SSS Building, East Avenue, Quezon City, Metro Manila, represented herein by its _____, and its _____, duly authorized pursuant to _____ dated _____ (Annex "A"), hereinafter referred to as the **LESSOR**;

- and -

_____, 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**.

The **LESSOR** and **LESSEE** shall be referred to as the "**PARTIES**".

ANTECEDENTS

The **LESSOR** is the registered owner of the property for lease, currently improved with a cell site tower (not part of the lease) and concrete fence for telecommunication facility, with a total area of 400 sq.m. (Leased Premises), located inside UP Tacloban Compound, along Army Road, Brgy. 56-A, Downtown, Tacloban City, Leyte.

The **LESSOR** has offered for lease thru Public Bidding to the highest bidder the Leased Premises with a minimum bid price, Value-Added Tax (VAT)-exclusive, of PESOS: _____ (₱ _____), per square meter, in Philippine currency.

The **LESSEE** has offered to lease the Leased Premises and has represented and warranted itself as a qualified **LESSEE** under existing laws, rules and regulations.

On the basis of the above-mentioned representation and warranty by the **LESSEE** and after a public bidding duly conducted for the lease of the Leased Premises on (date of bidding) following the applicable provisions of the Government Accounting and Auditing Manual (GAAM), the Guidelines for the Lease of SSS Investment Properties (Office Order No. 2020-068 dated 03 November 2020/"Lease Guidelines", Annex "C") and the Terms of Reference (TOR) for the (Title of the TOR/Name of the Project) (TOR, "Annex "D"), the **LESSEE** was declared as the Winning Lessee.

The **LESSOR's** Approving Authority/ies, pursuant to the authority given under _____ dated _____ (Annex "E"), approved the lease to the **LESSEE** of the Leased Premises, under such terms and conditions mutually beneficial to both parties.

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

1. EFFECTIVITY AND TERM

This Contract shall take effect for a term of _____ (____) years from _____ to _____, on an "as-is, where-is" basis, subject to renewal upon agreement of both parties prior to the expiration hereof in accordance with Clause 3 herein and subject to existing laws, rules, and regulations and SSS Lease Guidelines.

2. RENTALS, FEES AND OTHER CHARGES

2.1. The Monthly Rental for the Leased Premises, inclusive of the Twelve Percent (12%) Value Added Tax (VAT), with escalation rate of _____% effective on the _____ (____) year of lease, and payable on the first day of the applicable month without need of notice or demand, shall be as follows:

Rate/sq.m. (₱)	Monthly Rent (₱)	12% VAT (₱)	Total Monthly Rent (₱)

2.2. The LESSEE shall pay an Advance Rental Payment (ARP) equivalent to three (3) months' rent, inclusive of the 12% VAT, to be applied on the first three (3) 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).

2.3. The LESSEE shall pay a Security Deposit equivalent to three (3) months' rent, inclusive of 12% VAT, and to be adjusted in accordance with the rental escalation. It shall be paid in cash or Manager's/Cashier's Check before the issuance of a PTE.

2.4. 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).

2.5. Upon submission of the signed and notarized Contract, the LESSEE shall simultaneously submit postdated checks, dated every first (1st) day of the applicable month, for the remaining months of the first year of the lease term after taking into consideration the ARP and rent-free period, if any.

Thereafter, the LESSEE shall, without need of demand, issue twelve (12) postdated checks dated every first (1st) day of the applicable month, to be submitted at least sixty (60) calendar days before the anniversary of the commencement date of the lease. 0

3. RENEWAL

3.1. The LESSOR's ROPA & Acquired Assets Department (ROPAAAD) 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 for renewal which are subject to the approval of the Approving Authority, for the LESSEE to signify its intention to participate or not in the conduct of Modified Competitive Challenge (MCC) procedure for the renewal of the lease.

- 3.2. Within fifteen (15) calendar days from receipt of the notice from ROPAAAD, the LESSEE shall submit a written notice of its intent to participate in the MCC procedure and conform to the terms and conditions indicated therein, otherwise, the LESSEE shall be presumed to be no longer interested to renew its lease on the Leased Premises 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 this Contract 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 LESSOR's successful transmittal of a written notice, the LESSEE shall be obliged to pay the LESSOR liquidated damages as provided in this Contract without prejudice to the exercise of other rights/remedies available to the LESSOR as prescribed in the Lease Guidelines or applicable laws, rules and issuances.
4. OCCUPANCY
- 4.1. The LESSEE shall be responsible in securing the Certificate of Occupancy, if applicable, and the request for its issuance should pass through the EFMD, for inspection and evaluation.
- 4.2. The Leased Premises shall not be used until the Certificate of Occupancy has been issued by the Building Official.
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/ies that approved the lease.
- 5.2. 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.
- 5.3. 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/s.
- 5.4. The LESSEE shall be primarily and solidarily responsible for any act and/or omission of the Sublessee/s that is violative of this Contract and/or for any damage such Sublessee/s may cause.
- 5.5. Upon the expiration or termination of this Contract, all sublease shall automatically be terminated and shall be of no force and effect.

6. ASSIGNMENT, TRANSFER, OR CONVEYANCE OF LESSEE'S RIGHTS

The LESSEE may assign, share, allow co-location, transfer, or convey its right of possession and lease over the Leased Premises, subject to evaluation and prior written consent of the LESSOR in accordance with the Lease Guidelines and applicable telecommunication laws, rules and regulations.

7. 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:

- 7.1. Force Majeure;
- 7.2. Lessee's default or breaches;
- 7.3. National Security or emergency;
- 7.4. Insolvency of the Lessee; and
- 7.5. Other matters or instances as may be prescribed under the TOR.

8. DELIVERY AND RETURN OF LEASED PREMISES

- 8.1. The LESSEE hereby expressly acknowledges that the Leased Premises are in good and tenable condition and agrees to keep the same in such condition.
- 8.2. Upon the expiration of the Lease Period, the LESSEE shall immediately and peacefully 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.

9. OPERATIONAL REQUIREMENTS (TAXES, LICENSES PERMITS)

- 9.1. 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 with respect to the operation of its activities on the Leased Premises.
- 9.2. The LESSEE shall obtain, under its own name, all licenses and permits required for its use and activities.
- 9.3. As required under Executive Order (EO) 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. The LESSEE shall also certify under oath that it is free and clear of all tax liabilities to the government. The LESSEE shall pay the taxes in full and on time, and failure to do so will entitle the LESSOR to suspend or terminate the Contract.
- 9.4. The LESSEE shall submit to the LESSOR its Audited Financial Statements annually.

10. USE AND CARE OF THE LEASED PREMISES

The LESSEE hereby expressly agrees and warrants that the Leased Premises shall be used exclusively for telecommunication facility purposes. Furthermore:

- 10.1. During the Lease Period, the LESSEE shall have possession of, and the right to use, the Leased Premises in accordance with the terms and conditions set forth herein and in strict conformity with all laws, ordinances and regulations prescribed by governmental authorities, and such reasonable rules and regulations as may be prescribed by the LESSOR.
- 10.2. The LESSEE shall not construct any structure in the Leased Premises without the prior written consent of the LESSOR.
- 10.3. The LESSEE shall strictly observe the restrictions on land use enforced by the administration and zoning of _____.
- 10.4. The LESSEE shall provide, at its own expense, receptacles which the national and/or local laws or ordinances may prescribe, to hold and contain waste matter, garbage and refuse, and shall deposit them at such proper places designated by the LESSOR.
- 10.5. The LESSEE shall take all precautions necessary to protect the Leased Premises against predictable damage and/or damages caused by fortuitous events.
- 10.6. The LESSEE shall take all the necessary precautions and construct necessary structures in order to protect the health and safety of its employees, clients and other tenants of SSS Tacloban Property.
- 10.7. The LESSEE shall secure the necessary clearance (e.g. Environmental Clearance) from the proper government agencies, certifying that its business is not a health hazard and that the conduct of its business in the Leased Premises does not endanger the health and safety of those who are also conducting their business in the SSS Tacloban Property or proximate thereto.
- 10.8. The LESSEE shall see to it that the Leased Premises are free from annoying sound, disturbing noises, obnoxious odors and other nuisance and that the Leased Premises are used in a manner that will not disturb the peace and tranquility of the other tenants in the SSS Tacloban Property.
- 10.9. The maintenance of peace and order in the Leased Premises shall be for the sole account of the LESSEE.
- 10.10. The LESSEE shall, at its own expense, maintain the Leased Premises in a clean, beautiful and sanitary condition, and shall surrender and return the Leased Premises in as good condition as it was actually found at the beginning of the lease.
- 10.11. Should the LESSEE fail to maintain the Leased Premises as required herein within thirty (30) calendar days after due notice to it, the LESSOR may enter the Leased Premises in order to restore its condition and/or appearance and charge the expense to the LESSEE.

11. LIABILITY

- 11.1. 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.

- 11.2. 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.
- 11.3. The LESSEE hereby agrees to indemnify the LESSOR and exempt the latter from, and against, any action or liability with respect to any damages sustained by, or any charges imposed upon 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.
- 11.4. 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 the property or injury to, or death of any person due to the negligence or fault of the LESSEE, its employees, clients or agents, or due to the use, misuse or neglect to the Leased Premises by the LESSEE, its employees, clients or agents.
- 11.5. The LESSEE shall assume liability for any loss, theft or destruction of, and damage or injury to, goods, wares, merchandise or property of any kind caused by the LESSEE's employees, guests or third parties, and for any injury to or death of any person, including the 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, its employees, clients or agents, or due to any use, misuse or neglect of the Leased Premises.
- 11.6. The LESSOR assumes no liability to the LESSEE for any damage to third parties or to the 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.
12. TAKE-OVER OF THE LEASED PREMISES
- 12.1. 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.
- 12.2. In case of abandonment by the LESSEE, the LESSOR may, at the LESSEE'S expense, transfer and store the LESSEE'S properties found in the Leased Premises in any warehouse or secured place and sell such properties at a public or private sale to compensate any liability of the LESSEE to the LESSOR.

13. DISPUTE RESOLUTION, DAMAGES AND VENUE

- 13.1. All actions and controversies that may arise from the lease involving, but not limited to, demands for specific performance of any obligation by 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, at the sole option of the LESSOR.

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

- 13.2. 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.
- 13.3. For any or all cause/s of action/s, suits or proceedings arising out of or in connection with this Contract, 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 Pasay City where the Leased Premises is located.

14. MISCELLANEOUS PROVISIONS

- 14.1. **ADOPTION BY REFERENCE** - The provisions in the Lease Guidelines, such as but not limited to, Section VII or the Terms and Conditions of the Lease, are deemed incorporated and adopted herein. Should there be a conflict between the provisions of this Contract and the Lease Guidelines, the Lease Guidelines shall prevail.
- 14.2. **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.

- 14.3. **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 the LESSEE'S above-indicated address or the 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 at lease.ropaad@sss.gov.ph. Notices shall be deemed received once sent or successfully transmitted to any of the said addresses.

- 14.4. **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.
- 14.5. **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.
- 14.6. **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.

In the event that the Leased Premises is expropriated during the term of this lease, the LESSOR may rescind this Contract upon giving the other party thirty (30) days prior written notice thereof. In such case, the LESSEE hereby unconditionally relieves and releases the LESSOR from any and all liability under this Contract in connection with or arising out of such expropriation proceedings and agrees that the compensation to be received by the LESSOR shall belong to it wholly as owner of the Leased Premises, without prejudice to whatever recourse the LESSEE may have against the expropriating entity on account of damage done or caused to it or its property by reason of such expropriation. Upon such expropriation, the LESSOR shall return to the LESSEE the Security Deposit and Advance Rental given under this Contract, after deducting the payment for rentals, utilities and other amounts which remain due and owing to the LESSOR.

- 14.7. **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.
- 14.8. **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.
- 14.9. **COMPLETE AGREEMENT** - This is the only contract between the parties relating to the lease. It supersedes all previous agreements and undertakings, oral or written.
- 14.10. **BINDING EFFECT** - All the terms and conditions of this Contract shall be binding upon the heirs, successors and assigns of the parties hereto.
- 14.11. **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) APPROVAL** – This Contract may 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.

14.12. 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.

14.13. RATIFICATION - The LESSOR and the LESSEE shall be responsible for the ratification of their respective execution of this Contract before a Notary Public.

14.14. 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 Acknowledgments.

**SOCIAL SECURITY SYSTEM
LESSOR**

By:

LESSEE

By:

SIGNED IN THE PRESENCE OF:

FIRST ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in Quezon City, this _____,
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same 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 Acknowledgment is written, signed by the Lessor and two witnesses on each and every page hereof.

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

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

SECOND ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

BEFORE ME, a Notary Public, for and in _____, 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 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, signed by the Lessee and two witnesses on each and every page hereof.

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

Doc. No. _____;

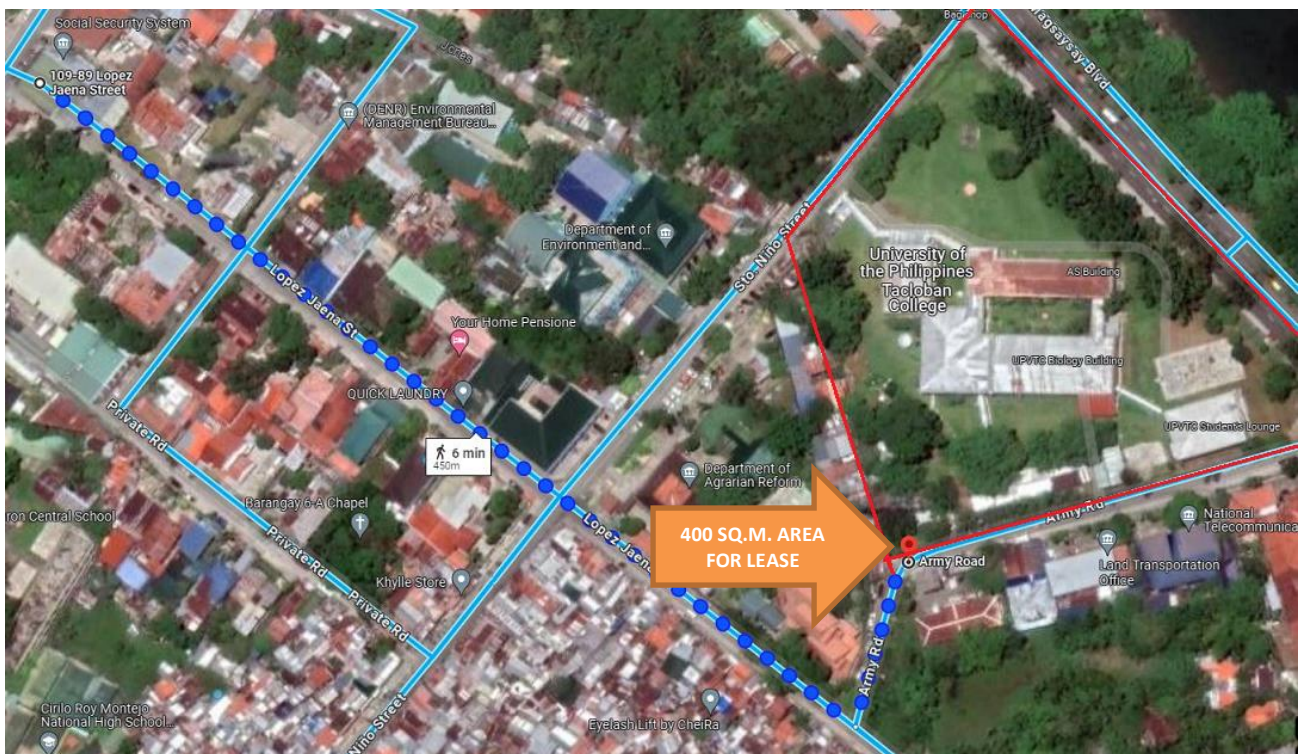
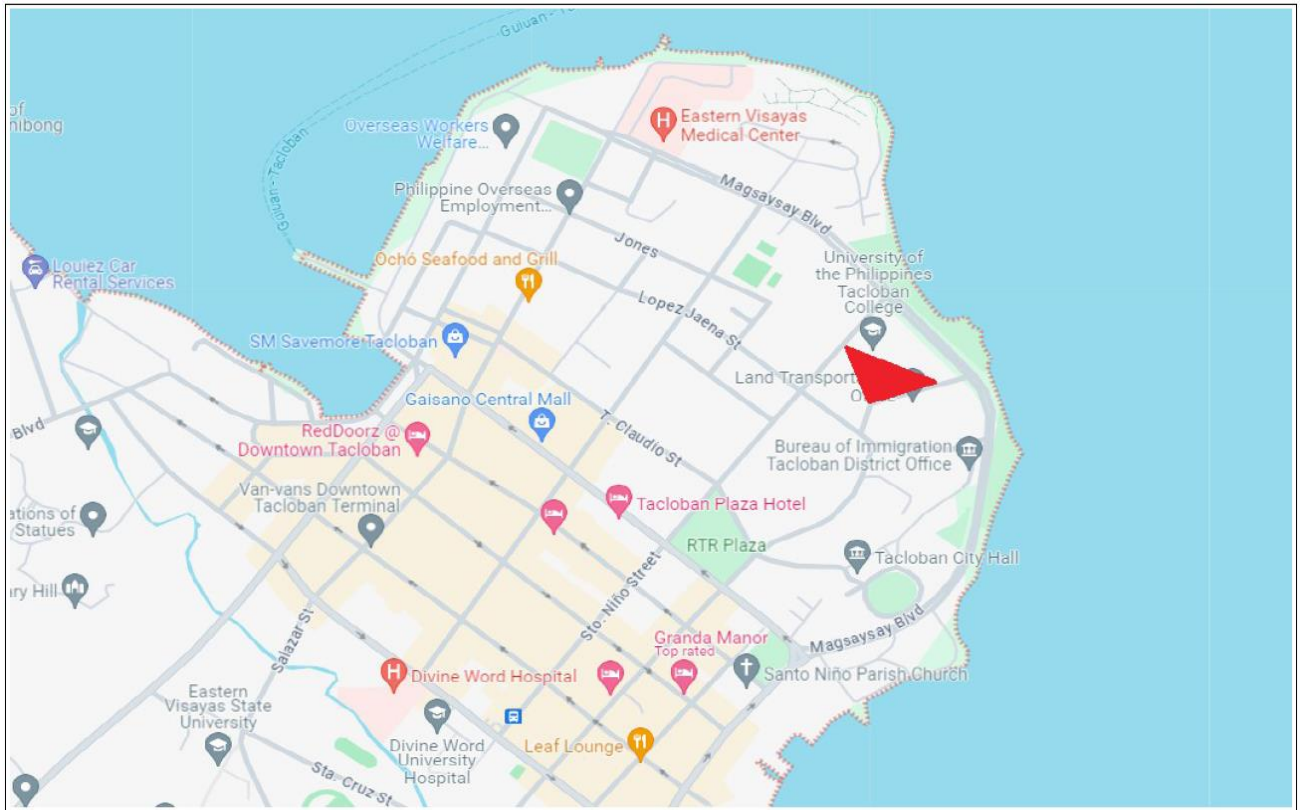
Page No. _____;

Book No. _____;

Series of 20_____.

Annex B

PROPERTY LOCATION MAP



Annex C

PROPERTY SITE MAP



Annex D



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City
Tel. Nos. (632)8924-7826*(632)8709-7198 loc. 6084/6113
E-mail: lease.ropaad@sss.gov.ph
Website <https://www.sss.gov.ph>

Date: May 17, 2024

Invitation to Bid

FOR THE ONE (1)-YEAR LEASE OF A 400 SQ.M. PORTION OF THE SSS-OWNED TACLOBAN CITY PROPERTY THROUGH PUBLIC BIDDING MODE

1. The Social Security System (SSS), through the Recommending Authority (RA) for this Lease Project, is inviting interested Public and Private Sector Proponents (PSPs)/Prospective Lessees (PLs) to submit competitive proposals pertaining to the proposed 1-year lease of a **400 sq.m. portion of the SSS-owned Tacloban City property** through public bidding, as follows:

Property Identification	Utilization	Area (sq.m.)	Location
SSS-owned lot inside UP Visayas - Tacloban Campus	For telecommunication facility	400.00	Inside UP Tacloban Compound, along Army Road, Brgy. 56-A, Downtown, Tacloban City, Leyte

2. Interested PLs must submit their Lease Proposals to the **ROPA and Acquired Assets Department** at the Executive Lounge, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on **June 20, 2024, until 2:00 p.m.**

The Lease proposal shall contain the Eligibility Documents and Bid Proposal together with the Proposal Security and Proposal Securing Declaration. The Proposal Security shall be in the minimum amount equivalent to the proposed first month rent, inclusive of VAT, on the initial year lease period, 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.

3. Bid opening shall be on same date and venue immediately after the deadline of submission as stated above. Late bids shall not be accepted. Only one (1) company representative is allowed to attend the manual opening of Bids. Other company representative may witness the opening of Bids through Microsoft Teams.
4. The PLs 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 PLs who strictly comply and pass with ALL the eligibility requirements shall be declared "ELIGIBLE," for the opening and evaluation of their Bid Proposals.

Bids received below this minimum bid amount as stated in the Terms of Reference (TOR) shall be rejected at the Opening of the Bids.]

5. PLs may obtain the TOR at the address given below starting **May 23, 2024** up to the scheduled submission and opening of eligibility documents/bid

proposal, upon payment of a non-refundable fee of Philippine Pesos: **THREE THOUSAND PESOS (Php3,000.00)**. The TOR shall be received personally by the PL or his/her authorized representative.

The TOR may be downloaded from the SSS website at www.sss.gov.ph under the **PROCUREMENT** tab, **Assets for Sale/Lease** section, **Assets for Lease** subsection. However, PLs must pay the applicable fee for the TOR to be able to participate in the bidding.

The mode of payment will be on a cash basis payable at the SSS Cash Management Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6.

6. If no PL procures this TOR and/or submit Lease Proposal, the public bidding process is deemed terminated and declared a failure.
7. For this purpose, a Pre-Bid Conference will be conducted on **June 4, 2024 at 2:00 p.m.** at the Executive Lounge, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City, which shall also be opened through online conference using Microsoft Teams, but attendance shall not be mandatory. Kindly e-mail us on or before **June 3, 2024 at 12:00 noon**, through e-mail address lease.ropaaad@sss.gov.ph, the following:
 - a. Name of the representative and e-mail address; and
 - b. Technical and administrative queries
8. All interested PLs can request for clarification and/or make inquiries regarding the TOR, which shall be in writing and addressed to the Concurrent Acting Head and CEO IV of ROPA and Acquired Assets Department. All inquiries should be received on or before **June 6, 2024, 5:00 p.m.** through the given physical address or through e-mail as specified below.
9. Bid Bulletin will be posted in the SSS website and will also be sent to all PLs who have purchased this TOR no later than the close of business hours on **June 10, 2024** through e-mail. Receipt of all Bid Bulletin shall be acknowledged by each PL prior to the submission and opening of the Eligibility Documents and Bid Proposal and shall be so indicated therein.
10. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, 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.
11. The SSS reserves the right to reject any and all application for qualification and eligibility found not in conformity with the relevant rules and policies set by SSS.

For further information, please refer to:

Concurrent Acting Head and CEO IV
ROPA and Acquired Assets Department
5th Floor, SSS Building, East Avenue, Diliman, Quezon City
Tel # (02) 8924-7826, Trunkline # (02) 8709-7198 locals 6084/6113
Email address: lease.ropaaad@sss.gov.ph

AR. CYRUS CAESAR D. LOZANO
Concurrent Acting Head and CEO IV
ROPA and Acquired Assets Department

Annex E

BID PROPOSAL

Date: _____

AR. CYRUS CAESAR D. LOZANO
Concurrent Acting Head and CEO IV
ROPA and Acquired Assets Department
5th Floor, SSS Main Building, East Avenue
Diliman, Quezon City

Dear Sir:

I/We refer to the invitation of the Social Security System to Prospective Lessees to apply for eligibility and submit competitive lease proposal for the **One (1)-Year Lease of a 400 sq.m. portion of the SSS-owned Tacloban Property** located inside UP Tacloban Compound, along Army Road, Brgy. 56-A, Downtown, Tacloban City, Leyte.

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

Bid Price/Rental Rate:

_____	_____	_____
<i>Php per square meter,</i>	<i>total amount in words</i>	<i>total amount in figures,</i>
<i>(12% VAT exclusive, payable thru Cash or Manager's Check)</i>		

_____	_____	_____
<i>Php per square meter,</i>	<i>total amount in words</i>	<i>total amount in figures,</i>
<i>(12% VAT inclusive, payable thru Cash or Manager's Check)</i>		

The undersigned is duly authorized by the Company to make this proposal for and on its behalf.

Submitted by:

(signature)

Name of Authorized Representative

Position

Annex F

CHECKLIST OF DOCUMENTS

Eligibility Documents to be contained in the First Envelope	
For Company/Business or Individual:	
1. Duly notarized Eligibility Statement (Annex G)	
(8)	Certification under oath by the PL or its authorized representative that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original , complete, and that all statements and information provided therein are true and correct.
(9)	A letter or Certification under oath by the PL 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 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.
2. Waiver of right to seek legal remedies	
3. Sworn affidavit of the PL or its duly authorized representative stating that he/she or any officer of its corporation/ partnership/ institution/JV or consortium members, is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any of the approving/recommending authorities or any of the employees of the AMD	
4. Application to Lease Investment Property (ALIP)	
5. 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;	
6. Proof of Checking Account under the PL's name for issuance of post-dated checks;	
7. Any government-issued identification card (SSS, GSIS, UMID, Passport, Driver's License).	
8. Certified True Copy of Certificate of Notarial Commission	
For Company/Business	
9. 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;	
10. Articles of Incorporation/ Partnership and By-Laws of the Prospective Lessee (PL) as amended by the latest amendments, or revisions if any;	
11. Mayor's or Business permit issued by the city or municipality where the principal place of business of the PL is located;	

12. A Board Resolution duly certified by the PL'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;
13. Valid Tax Clearance issued by the BIR or proof of filing . In case of "proof of filing" the PL shall still be required to submit a valid Tax Clearance within the prescribed period from receipt of SSS notice;
14. Certified True Copy of the following documents by the BIR: <ul style="list-style-type: none"> i. Income tax return (ITR) together with the Financial Statements for the year 2023; and/or ii. Business tax returns (e.g. Value Added Tax returns and/or percentage tax returns) for the last six (6) months.
15. If a JV or consortium, the PL (including all its JV/consortium members) shall submit to SSS a copy of the duly notarized JV Agreement/Memorandum of Agreement/ Understanding which: <ul style="list-style-type: none"> i. briefly describes the JV/consortium, the individual members of the JV/consortium and the extent of the participation of each member; 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 iii. provides that the members shall be jointly and severally liable for the obligations of the PL under the award/COL.
SSS requires that each and every JV or consortium member shall submit all of the above Eligibility Documents, or, in the case of a foreign entity, its appropriate equivalent document, if any, issued by the foreign entity's country. All equivalent foreign documents must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the documents if they are in other foreign languages. All PLs, including all members of the JV or consortium, shall be subject to the eligibility requirements.
If an Individual bidder (NON-BUSINESS), in addition to the above-mentioned:
<ul style="list-style-type: none"> 1. Certificate of Employment and Compensation (CEC) or Certification Under Oath of Source of Income; 2. Latest Income Tax Return (ITR), if applicable;
If a Government Entity:
<ul style="list-style-type: none"> 1. Application to Lease Investment Property (ALIP); 2. Board Resolution authorizing the lease transaction as well as the authorized signatory to enter/sign/execute the COL); 3. Copy of the applicable law creating the government entity; and 4. Proof of fund availability.

Bid Proposal (to be contained in the Second Envelope)
1. Bid Proposal
2. Proposal Security (in Cash or Manager's Check)
3. Proposal Securing Declaration

Annex G

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 **One (1)-Year Lease of a 400 sq.m. lot portion of the SSS-owned Tacloban Property** located inside UP Tacloban Compound, along Army Road, Brgy. 56-A, Downtown, Tacloban City, Leyte.
2. I am the (designation) of the (Prospective 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 (Prospective 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 (Prospective Lessee) acknowledges that it has inspected the property for lease and accepts the Terms of Reference, qualification criteria and the terms and conditions set by SSS;
6. The (Prospective 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 (Prospective 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 Prospective Lessee, and the carrying out of the awarded lease contract;
8. Each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and all statements and information provided herein are true and correct. Any falsity, error, or misrepresentation shall constitute a ground for disqualification from this bidding proceedings or revocation of award as determined by SSS;

9. The (Prospective 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. (Prospective 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 (Prospective 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 (Prospective 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 H

SAMPLE FORM – WAIVER OF RIGHT TO SEEK LEGAL REMEDIES

Date

AR. CYRUS CAESAR D. LOZANO

Concurrent Acting Head and CEO IV
ROPA and Acquired Assets Department
5th Floor, SSS Main Building, East Avenue
Diliman, Quezon City

Subject: One (1)-year lease through public bidding of a 400 sq.m. portion of the SSS-owned Tacloban Property located inside UP Tacloban Compound, along Army Road, Brgy. 56-A, Downtown, Tacloban City, Leyte

Dear Sir:

As a duly authorized representative of *[Name of Company]*, (hereinafter referred to as the “Company”), and in connection with the Invitation to Bid for the lease of the subject properties **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 public bidding 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 bidding process. This also serves as a formal waiver by the Company of any right to file any form of legal remedy or action before any court, tribunal or administrative body to prevent or restrain or prohibit SSS from continuing the 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 I

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

3. Select one, delete the rest:

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

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

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Prospective Lessee]* is related by consanguinity or affinity within the third civil degree to any member of the Social Security Commission, the SSS President and CEO, any of the RAs, 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 J

		Republic of the Philippines SOCIAL SECURITY SYSTEM APPLICATION TO LEASE INVESTMENT PROPERTY (ALIP) COMPANY/BUSINESS	
<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.			
PART I - TO BE FILLED OUT BY THE PROSPECTIVE LESSEE			
A. PROPERTY INFORMATION			
LEASE OF <input type="checkbox"/> RESIDENTIAL UNIT <input type="checkbox"/> OFFICE <input type="checkbox"/> PARKING SLOT <input type="checkbox"/> COMMERCIAL SPACE/UNIT <input type="checkbox"/> LOT : _____ SQ.M.			
PROPERTY (RM/FLR/UNIT NO. & BLDG. NAME/LOT NO.)		(BARANGAY/DISTRICT/LOCALITY) (CITY/MUNICIPALITY) (PROVINCE)	
B. INTENT TO LEASE			
_____ (Applicant), as herein represented by the undersigned, intends to lease the above property to be used as a _____ starting _____, 20____ for a term of _____ (months/year).			
Preferred Mode of Payment: <input type="checkbox"/> Issuance of Postdated Checks (Account should be under applicant's name) <input type="checkbox"/> Advance payment (Minimum of 6 months)		_____ SIGNATURE OVER PRINTED NAME OF OWNER/ AUTHORIZED REPRESENTATIVE & POSITION	
C. COMPANY/BUSINESS INFORMATION			
EMPLOYER/SS NUMBER 		BUSINESS NAME	
TAX IDENTIFICATION NUMBER 		NATURE OF BUSINESS	
MAIN OFFICE ADDRESS (RM/FLR/UNIT NO. & BLDG. NAME/LOT NO.)		(STREET NAME) (SUBDIVISION) (BARANGAY/DISTRICT/LOCALITY)	
(CITY/MUNICIPALITY) (PROVINCE) (COUNTRY) (ZIP CODE)		LENGTH OF STAY: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent	
FOREIGN ADDRESS (RM/FLR/UNIT NO. & BLDG. NAME)		(STREET NAME) (SUBDIVISION) (BARANGAY/DISTRICT/LOCALITY)	
(CITY/MUNICIPALITY) (PROVINCE) (COUNTRY) (ZIP CODE)		LENGTH OF STAY: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent	
APPLICANT WAS REFERRED BY BROKER? <input type="checkbox"/> Yes <input type="checkbox"/> No			
D. OWNER'S/AUTHORIZED REPRESENTATIVE'S INFORMATION (APPLICANT)			
SSS NUMBER 		NAME (LAST NAME) (GIVEN NAME) (MIDDLE NAME)	
TAX IDENTIFICATION NUMBER 		E-MAIL ADDRESS OFFICE TEL. NUMBER CELL PHONE NUMBER OFFICE FAX NUMBER	
HOME ADDRESS (RM/FLR/UNIT NO. & BLDG. NAME/LOT NO.)		(STREET NAME) (SUBDIVISION) (BARANGAY/DISTRICT/LOCALITY)	
(CITY/MUNICIPALITY) (PROVINCE) (COUNTRY)		LENGTH OF STAY: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Company Provided <input type="checkbox"/> Living with Relatives	
POSITION		DEPARTMENT	
		LENGTH OF SERVICE	
E. CERTIFICATION, DATA PRIVACY CONSENT AND AUTHORIZATION			
1 I/We certify that all information furnished herein are true and correct to the best of my/our knowledge 2 I/We hereby consent to : • the collection, data capture, storage, retention and sharing of my personal data to carry out the purpose of this application; • disposal of the application in the manner consistent with the Data Privacy Act. 3 I/We trust that all these data shall be kept confidential by SSS.			
_____ PRINTED NAME OF OWNER/ AUTHORIZED REPRESENTATIVE		_____ SIGNATURE	
_____ DATE		_____ DATE	
_____ PRINTED NAME OF OCCUPANT (FOR RESIDENTIAL UNITS ONLY)		_____ SIGNATURE	
_____ DATE		_____ DATE	
PART II - TO BE FILLED OUT BY SSS			
RECEIVED AND SCREENED BY			
_____ SIGNATURE OVER PRINTED NAME		_____ DEPARTMENT	
_____ DESIGNATION		_____ DATE & TIME	
-----Perforate Here-----			
		SOCIAL SECURITY SYSTEM APPLICATION TO LEASE SSS PROPERTY - COMPANY/BUSINESS ACKNOWLEDGEMENT STUB	
PROPERTY		NAME (LAST NAME) (GIVEN NAME) (MIDDLE NAME)	
		CONTROL NUMBER	
RECEIVED AND SCREENED BY		DATE RECEIVED	
_____ SIGNATURE OVER PRINTED NAME		_____ DESIGNATION	
		RECEIVING DEPARTMENT	

Annex K

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 Deposits from receipt of the Notice of Award and prior to the execution of the contract of lease;
4. I/We acknowledge that SSS reserves the right to disqualify me/us for a period of time from participating in any of its selection/procurement activity, regardless of mode, in the event I/we violate any of the conditions stated herein including but not limited to, not entering into the contract of lease with SSS when selected, or failure to perform its obligations under the said contract;
5. I/We acknowledge that the proposal security shall automatically be forfeited in favor of the SSS in the event that I/we withdraw my/our proposal during its validity, fail to and/or refuse to enter into a contract with the SSS when selected or when there is a failure to furnish the required security deposit.

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

Name of Prospective Lessee/Authorized Representative

[Jurat]

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