Republic of the Philippines
SOCIAL SECURITY SYSTEM

TERMS OF REFERENCE

FOR THE TWO (2)-YEAR LEASE OF A RESIDENTIAL HOUSE (256.00 m^2) LOCATED AT 28-A CASA REAL, REAL STREET, URDANETA VILLAGE, MAKATI CITY THROUGH MODIFIED COMPETITIVE CHALLENGE MODE

IPD_MCC-URD-3M-2026-01

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PROJECT RATIONALE

The Social Security System (SSS) property subject of bid is a 256.00 m^2 semi-furnished residence situated in the ground floor of a 4-unit Townhouse located at No. 28-A Casa Real, Real Street, Urdaneta Village, Makati City.

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

This Terms of Reference (TOR) shall describe the MCC procedures that shall be followed in connection with the intent of the SSS to invite CLs to apply for eligibility and to submit comparable proposal for the lease of the subject SSS property. This TOR shall also detail the requirements for eligibility to qualify as a CL that may be entitled to submit superior comparative lease proposal and the procedures for its submission, with the end-view of determining a Winning Lessee (WL).

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

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

I. PROPERTY BACKGROUND

A. Description

The residential house for lease is located at No. 28-A Casa Real Street within the plush high-end residential subdivision known as Urdaneta Village, Barangay Urdaneta in Makati City. It lies in the middle of the Makati Business District. Urdaneta Village occupies a city block bounded by Senator Gil J. Puyat Avenue on the northeast, EDSA Avenue on the southeast, Ayala Avenue on the southwest and Makati Avenue and Paseo de Roxas on the northwest.

Major thoroughfares are asphalted and provided with streetlights. Electric power, water supply and telecommunication facilities are available in the area. Public utility vehicles are available throughout the day along Puyat Avenue and Ayala Avenue.

B. Land Use

The property is situated in an exclusive subdivision where land development is generally for residential purposes. All the lot titles were issued in favor of SSS by the Registry of Deeds for Makati City.

C. Property for Lease

SSS hereby offers the property for lease, with the OPL Price and Minimum Bid Price (MBP), both exclusive of 12% VAT, stated below:

Bid Item	**Location**	**Floor Area** (m^2)	**OPL Price** (PHP/month)	**MBP** (PHP/month)	**Description**
28-A	Ground Floor	256.00	168,960.00	**185,856.00**	• One of 4 units of a 2-storey concrete town house located at the ground floor • With concrete drive- ways, covered garage, masonry perimeter wall; with electrical lighting and plumbing facilities. • With designated one-car garage

II. DEFINITION AND ABBREVIATION OF TERMS

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

A.	Challenger Lessee (CL)	Refers to private or government/public sector entities eligible to submit Comparative Lease Proposal.
B.	Comparative Bid Proposal/ Bid Proposal	Refers to the offered rent from a CL that states the rental amount or price, the percentage challenge and estimated cost of renovation, if applicable **(Annex E).** It shall be submitted together with the Proposal Security and Proposal Securing Declaration as set forth in this TOR. These documents comprise the 2nd Envelope to be submitted to SSS on or before the deadline for submission of bids.
C.	Comparative Lease Proposal/ Lease Proposal	Refers to the Eligibility documents and Comparative Bid Proposal to undertake a lease project submitted by a CL in response to and in consonance with the requirements of this TOR. This comprise the 1st and 2nd Envelopes to be submitted to SSS on or before the deadline for submission and opening of bids.
D.	Contract of Lease (COL)	Written agreement between the WL and SSS specifying the terms and conditions of the lease of SSS property.
E.	Eligibility Documents	Legal and financial qualification documents to be submitted to SSS on or before the deadline for submission of bids to be admitted as eligible bidders as set forth in this TOR. These documents comprise the 1st envelope to be submitted by the CL.
F.	Expression of Interest (EOI)	Refers to a written document from a CL expressing interest to participate in the MCC procedure, to be submitted to the RA through email address investmentproperty@sss.gov.ph.
G.	Highest Ranked Bid (HRB)	Lease Proposal with the highest monthly rental and most advantageous offer among the proposals submitted by all CLs.
H.	Highest Ranked and Complying Bid (HRCB)	Lease Proposal with the HRB that passes post-qualification requirements.
I.	Minimum Bid Price (MBP) for Challenge	Refers to the bid price for challenge set by SSS at **PHP185,856.00** per month, exclusive of 12% VAT.
J.	Minimum Percentage of Challenge (MPC)	Refers to the percent increase of the MCB Price from the OPL Price set by SSS at minimum of 10%. The MPC shall be the basis in ranking the submitted Comparative Bid Proposals. Comparative Bid Proposal with computed MPC below 10% shall automatically be rejected.
K.	Modified Competitive Challenge (MCC)	Refers to the selection mode applicable when the current Lessee has manifested its intent to renew its lease over an SSS property by submitting its conformity on the terms and conditions for lease renewal that are subject to the approval of the AA.
L.	MCC Bid Bulletin	Document to be issued by the RA that shall contain any clarifications, amendments and/or supplements to the Invitation to Apply for Eligibility and Submit Comparative Proposal (IAESCP) and to this TOR.
M.	Original Proponent Lessee (OPL)	Status accorded to the Lessee with pre-existing contract with SSS which conformed to the terms and conditions of the lease, posted the PS and updated the documentary requirements it earlier submitted for the current lease.

N.	Permit to Enter (PTE)	A document to be issued to the WL for the possession of the property during the lease period, subject to compliance with the terms and conditions of this TOR.
O.	Proposal Security (PS)	This is issued in favor of the SSS by the CL/OPL 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. The PS must be valid for one 180 calendar days, from the date of the opening of the proposals. The PS should also be extended corresponding to at least the extension of the proposal validity period. 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 of bids. The PS of the WL shall first be to the required Security Deposit. Any remaining balance may thereafter be applied as Advance Rent.
P.	Proposal Securing Declaration (PSD)	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 of bids. In the PSD, the CL shall undertake the following: a. Warrants that the proposal submitted shall be valid for a period of one hundred eighty (180) calendar days, from the date of the opening of the proposals; b. When selected as the WL, to enter into COL with SSS and furnish the required Security Deposits from receipt of the Notice of Award and prior to the execution of the COL; c. To acknowledge that SSS reserves the right to disqualify it for a period of time from participating in any of its selection/procurement activity, regardless of mode, in the event it violates any of the conditions stated herein including but not limited to, not entering into the COL with SSS when selected, or failure to perform its obligations under the said COL; d. To acknowledge that the PS shall automatically be forfeited in favor of the SSS in the event that it withdraws its proposal during its validity, fails to

		and/or refuses to enter into a COL with the SSS when selected or when there is a failure to furnish the required security deposit; 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: a. When after its non-selection, a PL has submitted a written waiver of its right to file a request for reconsideration within the period prescribed in this TOR; or b. In the absence of a written waiver as above-mentioned, after a COL has already been signed by the SSS and the selected lessee and the corresponding security deposit has been posted.
Q.	Recommending Authority (RA)	The Head of the Investment Property Department (IPD) or their Acting Heads duly authorized by the SSC or the AA to undertake theMCC procedures for the lease of the SSS property.
R.	Right to Outbid	The automatic right vested upon the OPL whereby it is given the option to submit a better offer than the highest ranked and complying bid (HRCB), if any. As provided under the TOR, the OPL upon declaration of the HRCB, shall be given a right to outbid or give a better offer with a **minimum premium rate of 1% from the HRCB**, and within the prescribed period. **Rule:** Upon declaration of the Highest Ranked Comparative Bid (HRCB), the OPL shall be given a right to outbid such superior or more advantageous offer **within five (5) calendar days** from notification or within such period as specified in the TOR from the declaration of the HRCB. If a more advantageous offer from the OPL is received within the prescribed period, the lease project shall be awarded to the OPL. However, should there be no better offer received from the OPL within the prescribed period, the Property shall be awarded to the HRCB.
S.	Social Security Commission (SSC)	The governing Board and policy-making Body of the SSS.
T.	Winning Lessee (WL)	The OPL or CL recommended by the RA and approved by the AA as having submitted the more advantageous Lease Proposal for the SSS property.

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

The bid item for challenge is the **monthly rent** for the first year of the lease term, exclusive of 12% VAT with a lease term of two (2) years.

A Bid Proposal from a CL must have a monthly rental equal to or higher than the MBP set

at **PHP185,856.00**, exclusive of 12% VAT, to be considered superior and advantageous than the OPL Price at PHP168,960.00. A Bid Proposal with a monthly rent lower than the MBP shall automatically be rejected.

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

All Bid Proposal prices shall be quoted in Philippine Pesos

IV. MANDATORY PURCHASE OF TOR

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

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

A complete set of TOR may be acquired by interested CL starting _____2026 up to the scheduled submission & opening of eligibility documents and bid proposals at the 5/F, Investment Property Department, SSS Main Building, East Avenue, Diliman, Quezon City, and upon payment of the non-refundable fee for this TOR.

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

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

V. LEASE TERMS AND CONDITIONS

Below are the salient terms and conditions on the lease of the property on an "as-is, where-is" basis through MCC procedure:

A.	Lease Term	Two (2) years, on an as-is, where-is basis. Renewal of lease shall comply with the SSS Guidelines for the Lease of SSS IPs.
B.	Effectivity of Lease	Lease shall commence on the 1st day of the month following the month of receipt by the WL of the NOA of Lease Proposal from the RA. The RA shall notify the WL within five (5) calendar days upon receipt by the RA of the Approval of the Award/Lease by the AA.
C.	Minimum Bid Price (MBP)/ Rental Rate	Shown on **Section I, Item C** of this TOR. Bids received below the MBP shall be rejected at the opening of the Bids
D.	Rental Escalation	Escalated annually at 5.00% to start on the 2nd year of the lease term.

E.	Security Deposit (SD)	*If WL is not the OPL –* Equivalent to two (2) months' rent, inclusive of 12% VAT and to be adjusted in accordance with the rental escalation. SD shall be payable to SSS in cash or manager's check before the issuance of a PTE. *If WL is the OPL –* Maintain the Security Deposit equivalent to two (2) months' rental inclusive of 12% VAT, adjusted in accordance with the rental escalation.
F.	Advance Rental Payment (ARP) (if WL is not the OPL)	Equivalent to two (2) months' rent, inclusive of 12% VAT, to be applied on the first two (2) months of the lease period. ARP shall be payable to SSS in cash or manager's check before the issuance of a PTE.
G.	Rental Payments	Upon submission of the signed and notarized COL, the lessee shall simultaneously submit 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. 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 twelve (12), to be submitted at least sixty (60) calendar days before the anniversary of the commencement date of the lease.
H.	Insurance	Operational 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 anall-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.

I.	Delay/ Non-Payment of Rentals and Other Dues and Default	1. In case of any delay in the payment of the monthly rentals, fees and other charges such as, but not limited to, association dues/CUSA, or utilities provided by SSS, the Lessee shall pay a **penalty equivalent to two percent (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 five (5) days from receipt of the aforesaid letter/notice. 3. For purposes of these guidelines, the term default shall refer to the following: 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. d. The leased property is deemed abandoned, deserted or vacated if for a period of thirty (30) or more consecutive calendar days within the lease period, or

		any extension or renewal thereof, the lessee has ceased operations in the leased property and the rental for such period is unpaid and the lessee fails to respond within fifteen (15) days from lessor's successful transmittal of a Final Collection Letter/ Notice. 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: 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. 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 contact. 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 No. 5** hereof and such other steps designed to enable the SSS to effectively repossess the leased IP. The lessee waives the right to file any action, civil, administrative or criminal, including application for temporary restraining order or preliminary injunction or any

		action to prevent the SSS from taking possession of the leased IP. 7. Acceptance of Payment of Arrears. The acceptance by the SSS of arrears in rent or the penalty for late payment, extensions of payment, or performance of 1 or more obligations by the lessee shall not by itself be deemed a waiver by the SSS of any breach by the lessee of any covenant or condition contained in the COL. 8. Failure or delay by the SSS to enforce or demand strict performance by the lessee of any stipulation or condition in the COL shall neither affect the validity hereof, nor shall such be construed as abandonment, withdrawal, waiver or cancellation of such stipulation or condition or right or option, or of the right of the SSS to subsequently enforce or demand performance of such provisions. No waiver by the SSS shall be deemed to have been made unless expressed in writing and signed by the SSS
J.	Priority of Application of Payments	The SSS may accept partial payments of the total amount due which shall be applied first to the penalty obligations, monthly rentals, then to utilities and other bills/charges. However, acceptance of partial payments shall not deter SSS from taking the appropriate actions enumerated under **Part V, Item I.5** of this TOR.
K.	Taxes (including Real Property Tax), Fees and Other Charges	1. Taxes 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. 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. 2. Utilities Utility charges such as, but not limited to, electric, telephone, and water for the leased premises for the duration of the lease, inclusive of the Rent-Free Construction Period (RFCP) and/or construction period, if applicable, shall be for the account of the lessee and settled directly with the providers. 3. Association Dues Association dues imposed during the lease period amounting to PHP7,000.00 per month, inclusive of the RFCP and/or construction/ rehabilitation period, if applicable, shall be for the account of the lessee and payable to the lessor. Any increase in the amount of Association Dues during the lease term shall be paid by the Lessee. 4. Other fees and charges as may be imposed as a result of or incidental to the lease and relevant laws and issuance. 5. Submission of Proof of Payments The lessee must submit proofs of payments for utilities and other dues to the SSS on a quarterly basis and on an annual basis for the real property tax within seven (7) working days from payment thereof, otherwise, this may serve as a ground for the SSS to cancel the lease. 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, if applicable. 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. 6. Unpaid taxes, fees, and other charges a. All payables due within the lease period but received after the expiration of the lease

		term shall remain for the account of the lessee and be billed accordingly. b. The lessee shall be responsible for the payments of all taxes, fees, and other charges which may be assessed and/or levied against it and/or its sub-lessees during the lease period and all that remain unpaid after the lease period. c. The SSS may advance the payment of all taxes, fees, and other charges in behalf of the lessee to the extent that it shall protect the SSS' interest and as may be allowed under applicable laws, rules and regulations and other issuances, subject to reimbursement from the lessee within 5 calendar days from its receipt of SSS notice. d. A 2% penalty per month up to a maximum period of 2 months from receipt of the notice of reimbursement by the lessee shall be imposed against the lessee for any unpaid amount advanced by the SSS. Continued non-payment of all amounts due beyond the maximum period of 2 months shall be a ground for the cancellation of the lease. CLs, if corporation/company, 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.
L.	Extrajudicial Termination of Lease	1. Operational a. The SSS or lessee may extrajudicially terminate the lease for violation of contract, including abandonment of the leased property, force majeure (e.g., any war, acts of God or any other cause beyond the lessee's control and without any contributing fault on the part of the lessee), extraordinary inflation, health/economic crisis, bankruptcy and whenever the lessee committed an act or negligence that puts the SSS, as it determines, in a financial and/or reputational risk; 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: 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. c. The SSS may extrajudicially terminate the lease in times of economic/health crisis or in crucial situations that will necessitate SSS to dispose of the leased property through sale 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; d. For lease without construction and development, either party may extrajudicially terminate the lease for convenience provided that the party who will initiate such termination shall inform the other party in writing at least ninety (90) calendar days before the intended date of termination. In any event, the extrajudicial termination of the contract shall take effect ninety (90) calendar days after receipt by the other party of the notice to terminate.

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e. In case the Lessee initiates the extrajudicial termination of the COL for convenience, the Lessee shall pay the SSS a termination fee, to be deducted from the SD, in accordance with the following:
<table>
<tr><th>Date of Pre-Termination</th><th>% of Forfeiture (VAT component excluded)</th></tr>
<tr><td>Within 1st half of lease term</td><td>100% of SD</td></tr>
<tr><td>Within 3rd quarter of lease term</td><td>50% of SD</td></tr>
<tr><td>Within 4th quarter of lease term</td><td>25% of SD</td></tr>
</table>
Portion of the SD not forfeited shall be returned to the Lessee.

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.

g. In case of partial damage to the leased property due to force majeure, the SSS may, upon lessee’s request, grant a suspension or reduction of payment proportionate to the affected areas during the clearing operations.

In the case of lease of clustered properties, the lessee shall not be allowed to invoke partial extrajudicial termination of the lease contract.
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<td>M.</td>
<td>Improvements on the Property</td>
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1. All improvements shall require the prior approval of the approving authority who approved the lease project.

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
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		value thereof. However, the lessee may, at its option and own expense, elect to remove such alterations and improvements which are not otherwise stipulated to be retained or owned by the SSS and which are capable of being detached without causing material damage or injury to the leased property. 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.
N.	Prohibitions on the Use of the Property and Inspection	1. Unit shall be used exclusively as single-family dwelling unit. 2. The Lessee shall not use the leased property for: 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. 3. The foregoing prohibitions shall remain in force even if the property or any portion thereof has been sub-leased. 4. To ensure faithful compliance of lessee/s on proper use of the property, the SSS IPD or other SSS authorized units/representatives shall have the right to inspect the leased premises, during business hours of the day or as otherwise arranged by mutual consent. 5. 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. 6. The lessee shall take all precautions necessary to protect the leased property against predictable

		damage and/or damages caused by fortuitous events.
O.	Repairs and Maintenance	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. The repairs of damages solely due to force majeure and/or a fortuitous event shall be for the account of the SSS.
P.	Award of COL	The SSS shall award the COL to either the OPL or CL that submitted the more advantageous Lease Proposal and/or passed the post-qualification for the SSS property.
Q.	PROVISIONS IN THE LEASE GUIDELINES NOT APPLICABLE FOR THIS LEASE TRANSACTION: 1. Maximum Construction Period 2. Rent-Free Construction Period (RFCP) 3. Insurance during Construction Period 4. Project Variation 5. Performance Security 6. Rental/Surety Bond 7. Sublease 8. Assignment, Transfer, or Conveyance of Lessee's Rights 9. Step-In Rights 10. Extrajudicial Termination of Lease during RFCP and Construction Period	

VI. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

A. The SSS shall:

1. Warrant that the property is free from all liens and encumbrances, and that all taxes, fees and dues chargeable against the property, if any, has been fully settled by the beneficial user of the property;

2. Provide the CLs with a copy of the property titles and typical floor plans excluding the As-Built building plans;

3. Ensure conduct of MCC process based on the principles of public advantage, accountability, competition and transparency;

4. Give the WL the sole right to lease and manage the SSS Property, subject to the COL;

5. Deliver possession of the SSS Property to the WL, on **"as is, where-is"** basis, upon the execution of the COL;

6. Protect the lessee's peaceful and adequate enjoyment of the SSS Property for the entire duration of the COL against any claims of third persons on the ownership of

the property;

7. Rescind the COL in case the lessee violates any of the provisions under this TOR; and

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

B. The CL shall:

1. Be solely responsible for its own due diligence on all matters relating to this TOR and the SSS property which may, in any manner, affect the nature of its lease proposal. SSS shall not be responsible for any erroneous interpretation or conclusion by the CL out of data furnished or indicated in this TOR, including any MCC Bid Bulletin/s issued by the RA. Failure of the CL to examine and inform itself shall be at its sole risk and no relief for error or omission shall be given.

2. Investigate/examine the SSS Property for lease, its existing structures, facilities, utilities, general characteristics, condition and its surrounding vicinities that may affect directly or indirectly the actual execution of the lease proposal and such other information as to allow the CL to make a competitive estimate. The CL, by the act of submitting its lease proposal, acknowledges that it has inspected the SSS Property and accepted all the terms and conditions as set forth in this TOR.

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

4. Bear all costs associated with the preparation and submission of lease proposal, and the SSS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of these procedures.

5. Ensure that each of the documents submitted in satisfaction of the bidding requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and all statements and information provided therein are true and correct;

6. Authorize the SSS or its duly authorized representative/s to verify all the documents submitted;

7. Ensure that the signatory is the duly authorized representative of the CL, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the CL in the MCC process, with the duly notarized Secretary's Certificate attesting to such fact, if the CL is a corporation, partnership, or JV (if applicable); and

8. Post a PS in the minimum amount equivalent to the first month rent, inclusive of 12% VAT on the initial year lease period, as indicated in **Section II, Item O** of this TOR.

9. Submit a PSD simultaneous to the PS, as indicated in **Section II, Item P** of this TOR.

10. Submit EOI on or before the 5th day from the last day of publication to the RA

through email address investmentproperty@sss.gov.ph.

11. The CL declared as the HRCB, shall reimburse the OPL (if the latter is not able to outbid the offer of the former) of the cost incurred in preparing the lease renewal. The cost shall cover only notarial fees, communication and documentary expenses (materials, encoding/printing/reproduction) during the lease renewal period, provided that the cost is duly substantiated.

C. The OPL shall:

1. Manifest its intention to renew the lease of the SSS property and submit its conformity to the terms and conditions for the renewal of lease and the conduct of MCC procedure;

2. Update the documentary requirements it earlier submitted for the current lease;

3. Post a PS in the minimum amount equivalent to the first month rent, inclusive of 12% VAT of the initial year lease period.

4. Submit a PSD simultaneous to the PS.

5. The right to outbid the superior or more advantageous offer of the declared HRCB through a final bid that shall be at least 1% higher than the declared HRCB.

D. The WL shall:

1. Deliver/return to SSS within the prescribed period the duly signed COL together with the payment of the required Security Deposit, Advance Rent, post-dated checks (PDCs) for the first year of the lease, as provided under **Section V, Items E, F, and G,** respectively, and all other documentary requirements, if any, as listed in the NOA;

2. Strictly comply with the terms and conditions of the COL executed by and between SSS and the WL and maintain all warranties and representations in good standing for the duration of the contract period. (**Annex A–Pro-forma Contract of Lease**);

3. Pay, at its sole account, all applicable taxes, licenses, fees and charges due on the lease transaction, the leased SSS property and its improvements, if any, and those that may be imposed by law during the entire term of the COL;

4. Pay the monthly rental, inclusive of VAT, at the due date without need for demand;

5. Submit the company's audited financial statements annually, if applicable;

6. Undertake the management, including operations, administration, maintenance and security upon signing of the COL for the duration of the lease period; and

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

VII. ELIGIBLE CHALLENGER LESSEE/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 lot 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 two (2) or more persons/entities with intention to be jointly and severally responsible or liable for the particular transaction with the SSS

D. Cooperatives duly organized under the laws of the Philippines

E. Multilateral Institutions

F. Government agencies

VIII. ELIGIBILITY CRITERIA

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

A. Legal

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

2. A CL 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 CLs shall be required to submit, as part of their qualification documents, a statement stipulating that the CL: (i) has accepted the qualification criteria established by the SSS; and (ii) waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against the SSC, SSS, and SSS officers to prevent or restrain the qualification proceedings related thereto, the award of the COL to a successful CL, and the carrying out of the awarded COL. Such waiver shall, however be, without prejudice to the right of a disqualified or losing CL to question the lawfulness of its disqualification or the rejection of its proposal by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order.

B. Technical (As applicable)

For all types of lease of IPs with proposed development, the CLs 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 CLs must have adequate capability to sustain the financing requirements for the lease of the SSS property. This shall be measured in terms of:

1. Good financial and credit standing - The CLs must have bank account/s with cash balance or a credit line from a reputable commercial/universal local or international bank in an amount equivalent to at least the three (3) months advance rent and three (3) months Security Deposit, inclusive of VAT, of the CL's desired property.
2. Timely and Complete Payment of Taxes - The CLs (and all members, if a CL is a JV or consortium) must be up to date in its payment of all applicable taxes and must be able to submit an updated tax clearance.

IX. MODIFIED COMPETITIVE CHALLENGE PROCESS

A. General Process Flow

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

B. Detailed Process

1. Publication of **Invitation to Apply for Eligibility and Submit Comparative Proposals (IAESCP)** (refer to **Annex C**) by the Corporate Communications Department (CCD) in at least two (2) newspapers of general nationwide circulation, **once a week for at least two (2) consecutive weeks** and in the SSS website (www.sss.gov.ph), **at least twenty (20) calendar days before the scheduled public bidding**.

2. **Mandatory submission of Expression of Interest (Annex D).** Interested CLs must submit their EOIs **on or before the fifth (5th) day from the last day of publication** to the RA through email address investmentproperty@sss.gov.ph.

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

3. **Pre-Selection Conference.** Conduct of a **Pre-Selection Conference** at the RA's discretion, depending on the complexity of the area to be leased out. The Pre-Selection Conference may be held **at least five (5) days before the submission of bids** to be attended by interested CLs forpurposes of clarifying the bidding rules, procedures and approval process.

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

   The RA will hold a Pre-Selection Conference for this Project on the specified date and time as indicated in **Item 6 of the IAESCP**.

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

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

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

   CLs shall enclose their original Eligibility Documents in one (1) sealed envelope marked "ORIGINAL– ELIGIBILITY DOCUMENTS FOR BID ITEM/S____ [CL to write the specific Bid Item/s subject of its bid]". Each copy of the original Eligibility Documents shall be similarly sealed and duly marked as "COPY NO.____- ELIGIBILITY DOCUMENTS FOR BID ITEM/S____ [CL to write the specific Bid Item/s subject of its bid]" in another envelope. These envelopes containing the original, and the copies shall then be enclosed in one (1) single envelope.

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

   All envelopes shall:

a. Contain the name of the Property to be bid in capital letters "**URDANETA VILLAGE PROPERTY (BID ITEM/S ____)**", subject of the bidding;

b. Bear the name and address of the CL in capital letters;

c. Be addressed to the RA as identified in the IAESCP; and

d. Bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of the Eligibility Documents/ Bid Proposal.

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

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

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

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

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

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

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

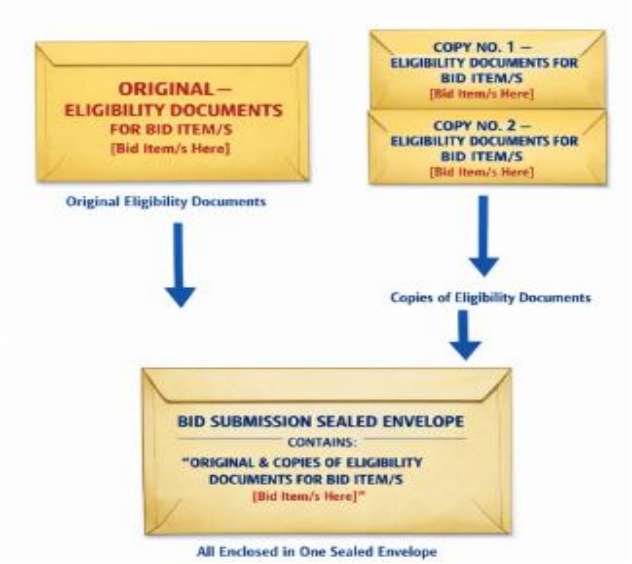
The Philippine Standard Time will be the basis for submission of Lease Proposals.

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

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

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

Sample:



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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Notification to the HRB**

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

9. **Post-Qualification**

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

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

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

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

10. **Right to Outbid**

Upon declaration of the HRCB, the OPL shall be given the right to outbid such superior or more advantageous offer through a **final bid that shall be at least 1% higher than the HRCB** within **five (5) calendar days** from notification from the declaration of the HRCB. If a more advantageous offer from the OPL is

received within the prescribed period the lease project shall be awarded to the OPL. However, should there be no better offer received from the OPL within the prescribed period, the Lease Project shall be awarded to the CL with the HRCB.

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

11. **Award on Lease of Property**

    a. Within five (5) working days from determining the WL, the RA shall recommend to the AA, the award on the lease of the property to the WL;

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

12. **Execution of the COL**

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

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

X. OTHER MATTERS

A. Amendment of this TOR

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

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

fulfilling the intent of this MCC procedures, as determined by the SSS.

B. Requests for Written Clarification

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

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

GARY I. BERNALES
Concurrent Acting Head
5th Floor, c/o Investment Property Department
SSS Main Building, East Avenue, Diliman, Quezon City

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

D. Forfeiture of Proposal Security (PS)

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

E. Confidentiality of Eligibility Documents

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

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

F. Protest on Decisions of the RA

1. Decisions of the RA at any stage of the selection process may be questioned by filing a request for reconsideration within the three (3) calendar days upon receipt of written notice or upon verbal notification when duly present during the RA's meeting. The RA shall decide on the request for reconsideration within seven (7)

calendar days from receipt thereof. The CL shall not be allowed to submit additional documents to correct any defects in the bid submitted.

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

2. In the event that the request for reconsideration is denied, decisions of the RA may be protested in writing to the SSC or its delegated AA. Provided, however, that a prior request for reconsideration should have been filed by the CL concerned in accordance with the preceding section, and the same has been resolved.

3. The protest must be filed within seven (7) calendar days from receipt by the 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 MCB Price or such amount as may be indicated in this TOR as recommended by the RA and approved by the SSC or its delegated AA, in the form of cash or Manager's Check issued by a local universal bank.

4. The verified position paper shall contain the following information:

   a. The name of CL;
   b. The office address of the CL;
   c. The name of project/contract;
   d. A brief statement of facts;
   e. The issue to be resolved; and
   f. Such other matters and information pertinent and relevant to the proper resolution of the protest.

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

5. In addition, the CL shall likewise certify under oath that:

   a. CL has not therefore commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of its knowledge, no such other action or claim is pending therein;

   b. If there is such other pending action or claim, CL is including a complete statement of the present status thereof; and

   c. If CL should thereafter learn that the same or similar action or claim has been filed or is pending, it shall report that fact within five (5) days therefrom to the SSC or its delegated AA wherein its protest is filed.

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

G. Resolution of Protest

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

H. Non-interruption of the Selection Process

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

I. Resort to Regular Courts

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

J. Dispute Resolution

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

All actions and controversies that may arise from the lease involving, but not limited to, demands for specific performance of any obligations of the lessee and including the interpretation of any provisions or clauses therein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion/dispute resolution. Should the dispute remain unresolved by the end of the aforementioned period, it shall be resolved through judicial process or in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

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

K. Damages

For any violation of the contract or any rights of the SSS, whether direct or incidental,in addition to actual damages, the lessee shall be liable to pay damages, such as butnot 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 (₱50,000.00)**, whichever is higher, aside from cost of litigation and other expenses which the law, these guidelines or lease contract may entitle the SSS to recover from the lessee.

L. Venue of Legal Action

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

M. Waiver

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

N. Observance of Highest Standard of Ethics

1. The SSS as well as the CL/s shall observe the highest standard of ethics from the beginning of the process up to the execution of the COL. In pursuance of this policy, the SSS and the CL/s shall not commit any of the following defined acts:

    a. **Corrupt Practice** – behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves or others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in connection with this proposed lease or in the contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, and whether or not the public officer profited or will profit thereby; and similar acts as provided in Republic Act No. 3019;

    b. **Fraudulent Practice** – a misrepresentation of facts in order to influence any process herein or to the execution of a COL to the detriment of the SSS, and includes collusive practices among the CL/s (prior to or after the submission of the required documents) as hereinafter defined;

    c. **Collusive Practices** – a scheme or arrangement between two (2) or more CL/s, with or without the knowledge of the SSS, designed to establish bid prices at artificial, non-competitive levels and to deprive the SSS of the benefits of free and open competition;

    d. **Coercive Practice** – harming or threatening to harm, directly or indirectly, persons or their properties to influence their participation in this process, or affect the execution of the COL;

e. **Obstructive Practice** – includes deliberately destroying, falsifying, altering or concealing of evidence material, or any acts intended to materially impede the exercise of inspection, investigation and audit rights of the SSS in connection with the process of selecting and executing a COL.

2. Except communications which are necessary or incidental to the conduct of the processes of competitive procedure, any communication between the CL/s on one hand, and the members of the SSC, the President and Chief Executive Officer (PCEO), any member of the RA, the AA, or any of the employees of the AMD on any matter relating to the SSS leasing project is strictly prohibited.

3. In the event that it is established that the CL selected to be awarded with the COL has engaged in any of the above-mentioned practices, SSS shall not proceed with the execution of the COL.

4. The SSS shall seek to impose the maximum administrative, civil and/or criminal penalties available under applicable laws on individuals and organizations deemed involved in any of the above-mentioned practices.

O. Conflict of Interests and Disclosure of Relations

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

   a. If the CL is the sole proprietor, to the CL himself/herself;

   b. If the CL is a partnership, to all its officers and members;

   c. If the CL is a corporation, to all its officers, directors, and controlling stockholders;

   d. If the CL is a cooperative, to all its officers, directors, and other elected representatives; and

   e. If the CL is a JV, the immediately preceding items (a), (b), or (c), shall correspondingly apply to each member of the said JV, as may be appropriate.

2. All CLs who fail to submit the above disclosure or found to have conflicting interests with the SSS or any of the other CLs shall be disqualified to participate herein, without prejudice to the imposition of appropriate administrative, civil, and/or criminal sanctions. A CL may be considered to have conflicting interests with another PL when:

   a. A CL has controlling shareholders in common with another CL;

   b. A CL receives or has received any direct or indirect subsidy from any other CL;

   c. A CL has the same legal representative as that of another CL for purposes of this subject lease;

d. A CL has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the proposal of another CL or influence the decision of the SSS regarding the selection process.

3. Notwithstanding the foregoing, a CL entity that has, as members of its board of directors, SSC member(s)/SSS officer(s) whose directorship in the CL's entity is for the **sole** reason of him/her being the nominee of the SSS due to the latter's investment interest in the CL's entity, shall be allowed to participate in the leasing projects.

P. SSS Reserved Rights

1. The SSS reserves the right to accept or reject all proposals at any time prior to the execution of the COL without thereby incurring any liability to the affected CLs in the event that it determines the same to be the most beneficial course of action for the SSS;

2. Notwithstanding receipt of the reservation and processing fees, or PS, as the case may be, the SSS may deny any intent to lease, subject to return of the said fees/PS, when the same shall not be advantageous to the interest of the SSS and/or when it determines that accepting the same shall expose it to financial and/or reputational risks;

3. The SSS reserves the right to award the COL to a qualified CL determined to have submitted the most advantageous and most responsive proposal;

4. The SSS reserves the right to inspect and audit records or accounts of a CL during the negotiation process and during the performance of a COL through its duly authorized representatives or independent auditors;

5. The SSS neither assumes any obligation to compensate or indemnify a party for any expense or loss that it may incur as a result of any erroneous interpretations or conclusion by the 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 IAESCP and reserves the right to accept the proposal most advantageous and most responsive to the SSS requirements;

6. The SSS reserves the right to disqualify the 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

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

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

Annex A
Draft Pro-Forma Contract of Lease

CONTRACT OF LEASE/RENEWAL CONTRACT OF LEASE

This CONTRACT/RENEWAL CONTRACT OF LEASE (Contract) is executed by and between:

SOCIAL SECURITY SYSTEM, a government-owned and -controlled corporation created pursuant to Republic Act No. 11199, 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 –

If individual

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

If proprietor

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

If corporation

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

If cooperative

_____, a cooperative existing under the laws of the Republic of the Philippines, and duly registered with the Cooperative Development Authority (CDA) with principal office address at _____ represented herein by its _____,_____, pursuant to its Board Resolution No. _____ dated _____ (Annex "B"), hereinafter referred to as the **LESSEE**.

ANTECEDENTS

The **LESSOR** is the registered owner of the property for lease, currently utilized as a residential house, with concrete driveways, covered garage, masonry

perimeter wall, electrical lighting and plumbing facilities, with a total floor area of 256.50 sq.m. (Leased Premises).

If the Winning Lessee (WL) is the Original Proponent Lessee (OPL) add the following two provisions -

In a Contract of Lease[1] executed by and between the **LESSOR** and the **LESSEE/S,** the **LESSOR** leased out unto the **LESSEE/S** the said Leased Premises for a period of __ (_) year/s from _____ to _____, a copy of which is attached as Annex "__".

(If applicable) The Contract was last renewed in a _____ Renewal Contract of Lease[2] for a term of ___ (__) years from _____ to _____, a copy of which is attached hereto as Annex "__".

The **LESSOR** has offered the Leased Premises for lease, thru the Modified Competitive Challenge (MCC) mode based on Office Order No. 2020-068 dated 03 November 2020 or the Guidelines for the Lease of SSS Investment Properties (Lease Guidelines/ Annex "__") and Terms of Reference (Name of Project) (TOR/ Annex "__").

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

On the basis of the representation and warranty by the **LESSEE/S** and following the applicable provisions of the Government Accounting and Auditing Manual (GAAM), the Lease Guidelines and the TOR, the **LESSEE/S** was/were declared as the Winning Lessee/s.

Pursuant to the authority given under _____ dated _____ (Annex "__"), the **LESSOR's** Approving Authority/ies approved the award and this Contract, under such terms and conditions mutually beneficial to both parties and its Recommending Authority/ies issued the Notice of Award.

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

1. EFFECTIVITY AND TERM

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

---

[1] Acknowledged on _____ by the LESSOR before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ___, Page No. ___, Book No. __, Series of ____, and by the LESSEE on _____before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ___, Page No. ___, Book No. _____, Series of _____.

[2] Acknowledged on _____ by the LESSOR before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ___, Page No. ___, Book No. __, Series of ____, and by the LESSEE on _____before Notary Public for (place of notarial commission), (name of notary public), as Doc. No. ___, Page No. ___, Book No. _____, Series of _____.

2. RENTALS, FEES AND OTHER CHARGES

2.1. The Monthly Rental for the Leased Premises for the term of the lease, inclusive of the twelve percent (12%) Value Added Tax (VAT), for the first year, and payable on the first day of the applicable month without need of notice or demand, shall be **PESOS:** _____ (₱_____), Philippine currency, with a (yearly or state escalation schedule) escalation rate of ____% effective on the _____ (___) year of lease, as follows:

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

Thereafter, the **LESSEE** shall, without need of demand from the **LESSOR**, issue twelve (12) Post-dated Checks (PDCs) dated every 1st day of the applicable month for the succeeding year/s, or the corresponding number of remaining months of the lease term, to be submitted at least sixty (60) calendar days before the anniversary of the commencement date of the lease.

2.2. *If WL is not the OPL –*

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

(If WL is the OPL – delete this subsection)

2.3. *If WL is not the OPL –*

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

If WL is the OPL

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

2.4. The **LESSEE/S** shall issue PDCs, dated every 1st day of the applicable month, to cover rentals for the lease period not covered by the advance rentals.

2.5. The **LESSOR** shall issue the corresponding receipts for the payments made by the **LESSEE/S** and remit the VAT collected to the Bureau of Internal Revenue (BIR).

2.6. Association Dues imposed during the lease period shall be for the account of the **LESSEE** and payable to the **LESSOR**.

3. RENEWAL

3.1. The **LESSOR** shall, not later than six (6) months prior to the expiration of this Contract, notify the **LESSEE/S** in writing, thru a Notice for Renewal containing the terms and conditions of the TOR, for the renewal of the lease.

3.2. Within fifteen (15) calendar days from receipt of the Notice for Renewal, the **LESSEE/S** shall submit a written notice of his/her/their/its intent to participate in the MCC procedure and conform to the terms and conditions indicated in the Notice, otherwise, the **LESSEE/S** shall be presumed to be no longer interested to renew his/her/their/its lease and must immediately vacate the premises upon expiration of this Contract. The competitive mode for the lease of Leased Premises will shift from MCC to public bidding/competitive challenge. But, notwithstanding the non-submission of intent to participate in the MCC, the **LESSEE/S** may still participate in the public bidding/competitive challenge.

3.3. For MCC Mode, the **LESSOR** may accept/approve a renewal of lease proposal from the **LESSEE/S** for a period longer or shorter than the lease period initially approved/granted in the original contract or the immediately preceding lease contract, as the case may be, but the period of the contract of lease should not be shorter than one (1) year.

3.4. Should the **LESSEE/S** lose the renewal of lease in the MCC procedure but continue to occupy the premises, without the written consent of the **LESSOR**, despite the expiration of the lease and the successful transmittal of the notice to vacate, he/she/they/it shall be obliged to pay the **LESSOR** liquidated damages as provided in the Lease Guidelines 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. DELIVERY AND RETURN OF LEASED PREMISES

4.1. The **LESSEE/S** expressly acknowledges that the Leased Premises is in good condition and agrees to keep the same in such condition.

4.2. Upon the expiration of the Lease Period, the **LESSEE/S** shall immediately return to the **LESSOR** the possession of the Leased Premises. Otherwise, the **LESSEE/S** 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/S** in delivering possession of the Leased Premises to such succeeding tenant.

5. SUBLEASE

5.1. The subleasing of the Leased Premises or any part thereof may be allowed subject to prior written approval by the Approving Authority that approved the Lease.

5.2. Whenever the **LESSEE/S** is/are 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. In case of conflict in the provisions of the agreement/s between the **LESSEE** and its Sublessee with the provisions of this Contract, the latter shall prevail.

5.3. The **LESSOR** has the right to step-in to the rights of the **LESSEE/S** over any sublease and this right/authority should be clearly reflected in the Sublease Contract to properly notify the Sublessee.

5.4. The **LESSEE** shall be primarily and solidarily responsible for any act and/or omission of the Sublessee that is violative of this Contract and/or for any damage such Sublessee may cause.

5.5. Upon the expiration or termination of this Contract, all Sublease Contracts shall automatically be terminated and shall be of no force and effect.

6. STEP-IN RIGHTS OF LESSOR ON SUBLEASE CONTRACTS

The **LESSOR** 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:

6.1. Force Majeure;
6.2. Lessee's default or breaches;
6.3. National Security or emergency;
6.4. Insolvency of the Lessee; and
6.5. Other matters or instances as may be prescribed under the TOR.

7. OPERATIONAL REQUIREMENTS (TAXES, LICENSES, PERMITS)

7.1. The **LESSEE/S** hereby agree/s 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 the **LESSEE/S'** activities on the Leased Premises.

7.2. The **LESSEE/S** shall obtain, in the **LESSEE/S'** own name, all licenses and permits required for the **LESSEE/S'** use and activities.

7.3. As required under Executive Order (EO) No. 398, s. 2005, the **LESSEE/S** shall submit income and business tax returns duly stamped and received by the BIR, before entering, and during the duration of this Contract. **LESSEE/S**, through its responsible officer,[3] 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 taxes in full and on time and that failure to do so will entitle **LESSOR** to suspend or terminate the Contract.

8. USE AND CARE OF THE LEASED PREMISES

8.1. The **LESSEE/S** hereby expressly agree/s and warrant/s that the Leased Premises shall be used exclusively for _____ purposes.

8.2. During the Lease Period, the **LESSEE/S** shall have possession of, and the right to use, the Leased Premises in accordance with the TOR, 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** and the Urdaneta Village Homeowners Association.

8.3. The **LESSEE/S** shall not bring into, or store in, the Leased Premises anything of inflammable nature or explosive materials nor install therein any apparatus or equipment which may expose the Leased Premises to fire and increase the cost of insurance premium for the building (if for residential purposes, add the following: except the cooking gas tank to be connected with the provision installed by the **LESSOR** for this purpose and one (1) reserved gas tank stored properly in the manner prescribed by the **LESSOR**.) It shall be understood that should the **LESSEE** do otherwise, not only shall he/she/it be responsible for all damages which such violation may cause the **LESSOR**, but the **LESSOR** shall, in addition thereto, have the right to cancel this Contract and forfeit any advance rental and rental deposit by the **LESSEE** as, and by way of, liquidated damages.

8.4. The **LESSEE** shall not take delivery of, or take out, any furniture and equipment, or any type of office equipment and accessories of any kind, without prior consent from the **LESSOR**, which consent would not be unreasonably withheld.

8.5. The **LESSEE/S** shall take all precautions necessary to protect the Leased Premises against predictable damage and/or damages caused by fortuitous events.

8.6. The **LESSEE** shall not use the Leased Premises, including any improvements thereon, for:

a. Purposes other than and/or contrary to what is permitted in the contract;
b. Purposes which are illegal, immoral, or contrary to public policy;
c. Purposes or acts as may be prohibited by the SSS;

[3] The phrase "through its responsible officer" will be added only if the Lessee is a corporation

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.

9. ALTERATIONS AND IMPROVEMENTS

9.1. Any additions, alterations or improvements within the Leased Premises must have prior written consent of the **LESSOR**. All improvements and conditions introduced on the Leased Premises, which cannot be removed without causing damage or injury to the Leased Premises shall automatically be transferred to and become the property of the **LESSOR** upon the expiration of termination/pre-termination of the lease contract without any obligation on **LESSOR's** part to reimburse the **LESSEE/S** or any Sublessee or third persons for the value thereof.

9.2. Any installation of electric, water, telephone, teletype and other connections in the Leased Premises shall be for the account of and expense of the **LESSEE/S** who must obtain the prior written consent and approval of the **LESSOR** before installing the same.

9.3. In the event that any law, ordinance, land use, restrictions, rule or regulation shall require that an alteration, addition or other change or improvement be made on the Leased Premises as a result of the **LESSEE/S'** use of the Leased Premises, the **LESSEE/S** hereby agree/s to make, at his/her/its/their own expense such alteration, addition, change or improvement with the prior written approval or consent of the **LESSOR.**

9.4. Upon the expiration of the term of this Contract, extension or renewal thereof, the **LESSEE/S**, may at his/her/its/their option and own expense, elect to remove such alterations and improvements which are not otherwise stipulated to be retained or owned by the **LESSOR** and which are capable of being detached, without causing material damage or injury to the Leased Premises.

10. LIABILITY

10.1. The **LESSEE/S** agree/s to indemnify the **LESSOR** for any damage to, or destruction of, any portion of the Leased Premises by reason of its use.

10.2. The **LESSEE/S** agree/s to defend, indemnify and exempt the **LESSOR** from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the use of the Leased Premises.

10.3. The **LESSEE/S** hereby agree/s to indemnify the **LESSOR** and exempt the **LESSOR** from, and against, any action or liability with respect to any damages sustained by, or any charges imposed on, the **LESSOR** as a

consequence of any violation by the **LESSEE/S** of any law or ordinance in relation to the activities that the **LESSEE/S** conducts in the Leased Premises.

10.4. The **LESSEE/S** agree/s to exempt the **LESSOR** from and against any and all actions, suits, proceedings or claims, including Attorney's Fees or other expenses incurred in connection therewith, resulting directly or indirectly from or arising out of or in connection with any damage to property or injury to, or death of any person due to the negligence or fault of the **LESSEE/S**, **LESSEE/S'** employees, clients or agents, or due to the use, misuse of or neglect of the Leased Premises by the **LESSEE/S**, **LESSEE/S'** employees, clients or agents.

10.5. The **LESSEE/S** shall assume liability for loss, theft or destruction of, and damage or injury to, goods, wares, merchandise or property of any kind of **LESSEE/S'** employees, guests or third parties, and for injury to or death of any person, including employees, clients or agents of the **LESSEE/S,** which may occur due to any cause resulting directly or indirectly from the fault or negligence of the **LESSEE/S, LESSEE/S'** employees, clients or agents, or due to any use, misuse or neglect of the Leased Premises.

10.6. The **LESSOR** assumes no liability to the **LESSEE/S** for any damage to third parties or **LESSEE/S'** merchandise, equipment, fixtures and other property, or for injury to or death of persons, including **LESSEE/S'** employees, clients or agents, or for any damage caused by any owner or occupant of properties adjoining or contiguous to the Leased Premises.

11. TAKE-OVER OF THE LEASED PREMISES

Upon the termination, default or 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/S** 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/S** waive/s the right to file any action, civil, administrative or criminal, including application for temporary restraining order or preliminary injunction or any action to prevent the **LESSOR** from taking possession of the Leased Premises.

12. DISPUTE RESOLUTION, DAMAGES AND VENUE

12.1. All actions and controversies that may arise from the lease involving, but not limited to, demands for specific performance of any obligation of the **LESSEE/S**, 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.

12.2. Should the **LESSOR** be compelled to seek judicial relief against the **LESSEE/S,** the latter shall, in addition to any relief sought by the former, pay an amount equivalent to twenty five percent (25%) of the amount claimed in the complaint as attorney's fees or **PESOS: FIFTY THOUSAND AND 00/100 (₱50,000.00),** Philippine currency, whichever is higher, aside from cost of litigation and other expenses which the law, the Lease Guidelines or this Contract may entitle the **LESSOR** to recover from the **LESSEE/S**.

12.3. For any or all cause/s of action/s, suits or proceedings arising out of or in connection with this Contract and its implementation, its venue shall exclusively be in the courts of Quezon City, to the exclusion of any other venue.

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

13. MISCELLANEOUS PROVISIONS

13.1. 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.

13.2. RELATIONSHIP - It is understood that the only relationship between the **LESSOR** and the **LESSEE/S** 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 there is no employer-employee relationship between the **LESSOR** and the employees and agents of the **LESSEE/S** assigned or deployed by the **LESSEE/S** in the Leased Premises during the term of this Contract.

13.3. NOTICES - Unless otherwise requested in writing, any notice or correspondence to the **LESSEE/S** to be given in connection with this Contract shall be personally delivered or mailed to **LESSEE/S'** above-indicated address or **LESSEE/S'** official email address at _____ and any notice or correspondence to be given the **LESSOR** shall be sent to **LESSOR's** above indicated principal office or at its official email

address at ipd@sss.gov.ph. Notices shall be deemed received once sent or successfully transmitted to any of the said addresses.

13.4. NON-WAIVER - Failure or delay by the **LESSOR** to enforce or demand strict performance by the **LESSEE/S** of any stipulation or condition of this Contract shall not affect the validity hereof, nor shall such be construed as abandonment, withdrawal, waiver or cancellation of such stipulation or condition or right or option, or of the right of the **LESSOR** to subsequently enforce or demand performance of such provisions. No waiver by the **LESSOR** shall be deemed to have been made unless approved in writing by the **LESSOR.**

13.5. CUMULATIVE REMEDIES - All rights and remedies conferred upon or reserved to the **LESSOR** under this Contract shall be deemed cumulative and not alternative. All other rights or remedies which may now or hereafter be given to the **LESSOR** by law or equity may be enforced concurrently, as may be deemed necessary.

13.6. TRANSFER OF OWNERSHIP - In the event ownership of the Leased Premises or any portion thereof is transferred or sold, all the terms and conditions of this Contract shall remain valid and subsisting and shall be binding on the transferee, without prejudice to the rights of the transferee and the **LESSEE/S** to modify, alter, amend or add any term or condition they may mutually agree upon. The **LESSOR** shall give prior written notice to the **LESSEE/S** of any sale or transfer of ownership of the Leased Premises or any portion thereof.

In the event that the Leased Premises is expropriated during the term of this lease, this Contract shall be deemed terminated upon expiration of the period stated in the **LESSOR**'s Notice to Vacate or after the **LESSEE/S** has/have actually vacated the Leased Premises, whichever comes first. In such case, the **LESSEE/S** unconditionally relieve/s and release/s the **LESSOR** from any and all liability under this Contract in connection with or arising out of the expropriation proceedings and agree/s 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/S** may have against the expropriating entity on account of damage done or caused to him/her/it/them or his/her/its/their property by reason of such expropriation. The **LESSOR** shall return to the **LESSEE/S** 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**.

13.7. INTERPRETATION - This Contract shall be deemed to be made under, and shall be governed by, the laws of the Republic of the Philippines in all respects, including matters of construction, validity and performance.

13.8. MODIFICATION AND AMENDMENT – No modification, amendment or waiver of any provision of this Contract, shall be effective unless the same be in writing and duly signed by the parties.

13.9. COMPLETE AGREEMENT - This is the only contract between the parties relating to the lease. It supersedes all previous agreements and undertakings, oral or written.

13.10. BINDING EFFECT - All the terms and conditions of this Contract shall be binding upon the heirs, successors and assigns of the parties hereto.

13.11. OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) APPROVAL – This Contract 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.

13.12. COUNTERPARTS - This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

13.14. SEPARABILITY - Should any of the terms and conditions or any part or clause of the Contract be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clause of this Contract which shall continue to be in full force and effect.

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

SOCIAL SECURITY SYSTEM
LESSOR

By:

_____
_____
_____

_____
_____
_____

_____

LESSEE

(if applicable) By:

_____
_____
_____

SIGNED IN THE PRESENCE OF:

_____ _____

FIRST ACKNOWLEDGMENT

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

BEFORE ME, this _____at Quezon City, Philippines, personally appeared:

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[4], 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__.

[4] Or, Renewal Contract of Lease

SIGNED IN THE PRESENCE OF:

_____ _____

SECOND ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, this _____at _____, Philippines, personally appeared:

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 (*if corporate lessee, add* - as well as the free and voluntary act and deed of the entity he/she/they represent/s in this instance.

This instrument refers to a Contract of Lease[5], 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.

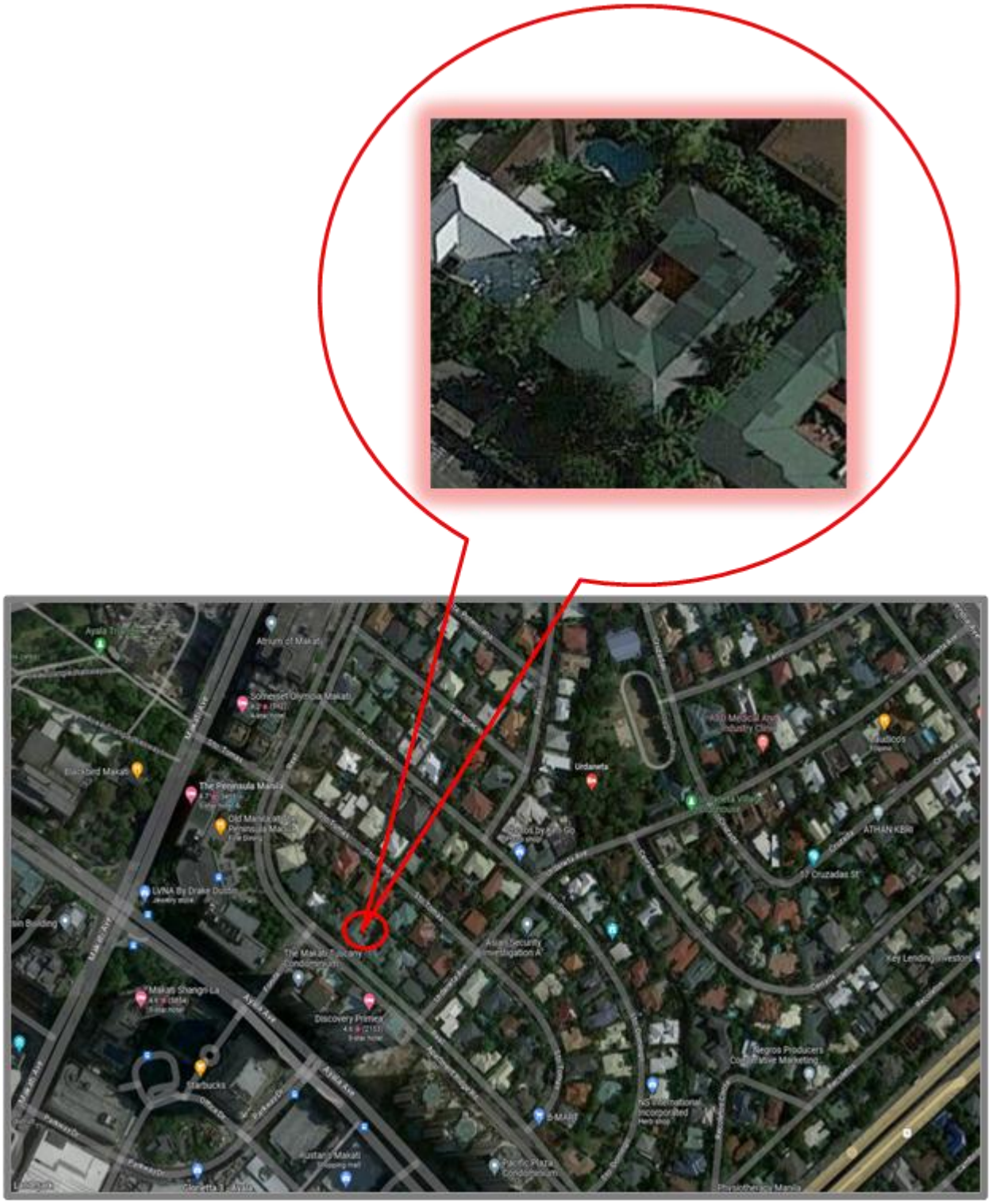
WITNESS MY HAND AND NOTARIAL SEAL, on the date and at the place above-written.

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

[5] Or, Renewal Contract of Lease

Annex B

VICINITY MAP OF URDANETA VILLAGE



Annex C

REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City
Tel. Nos. (632) 8709-7198 ● 2564
E-mail: investmentproperty@sss.gov.ph
Website https://www.sss.gov.ph

Date: _____

Invitation to Apply for Eligibility and to Submit Comparative Proposal

FOR THE TWO (2)-YEAR LEASE OF A RESIDENTIAL HOUSE (256 m^2) LOCATED AT 28-A CASA REAL, REAL STREET, URDANETA VILLAGE, MAKATI CITY

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

Bid Item	**Location**	**Floor Area** (m^2)	**MBP, exclusive of VAT** (PHP/month)	**Description**
28-A	First Floor	256.00	**185,856.00**	• One of 4 units of a 2-storey concrete town house located at the ground floor • With concrete drive-ways, covered garage, masonry perimeter wall; with electrical lighting and plumbing facilities. • With designated one-car garage

* Minimum Bid Price

2. Interested CLs must submit their Expression of Interest (EOI) personally or through email address stated below on or before _____**2026**, ____ a.m./p.m.

   The EOI is a written document from a CL expressing interest to participate in the MCC procedure, to be submitted to the RA through email.

If no EOI from a CL is received within 5 days from the last day of publication on _____ 2026, ____ a.m./p.m., the lease project shall be awarded to the OPL and the Modified Competitive Challenge (MCC) process is deemed completed.

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

3. CLs which submitted EOI, may obtain the TOR at the address given below starting _____ up to the scheduled submission & opening of eligibility documents/bid proposal, upon payment of a non- refundable fee of **Philippine Pesos: THREE THOUSAND (Php3,000.00)**. The TOR shall be received personally by the CL or his/her/its authorized representative.

   It may also be downloaded free of charge from the **Assets for Lease** section of the SSS website at **www.sss.gov.ph**. CL shall pay the applicable fee for the TOR not later than the submission of its bid.

   The mode of payment will be on a cash basis payable at the SSS Cash Management Department, Ground Floor, SSS Main Office Building, East Avenue, Diliman, Quezon City upon accomplishment of SSS Form R-6.

4. The schedule for the submission of Comparative Lease Proposals is on _____ **2026**, until ___ a.m/p.m. at the Executive Lounge, 2nd Floor , SSS Main Building, East Avenue, Diliman, Quezon City. Late bids shall not be accepted.

5. Bid opening shall be on same date and venue immediately after the deadline of submission as stated above. Bids will be opened in the presence of the CLs/CLs' representatives who choose to attend at the address above.

6. A Pre-Selection Conference will be conducted on _____, **2026**, __ a.m/p.m. at the _____, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City, but attendance shall not be mandatory.

7. All interested CLs can request for clarification and/or make inquiries regarding the TOR, which shall be in writing and addressed to the Vice President of the Asset Management Division. All inquiries should be received on or before _____ **2026**, ___ **a.m./p.m.** through the given physical address or through e-mail as specified below.

   MCC Bid Bulletin will be posted in the SSS website and will also be sent to all CLs who have purchased this TOR no later than the close of business hours on _____ **2026**, 5:00 p.m. through the given physical address or through e-mail as specified below.

8. 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.

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

10. The Bid Proposals submitted by the CLs shall be evaluated and ranked based on the parameters set by SSS as stated in the TOR.

11. If no CL procures this TOR and/or submits superior Comparative Bid Proposal, the

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

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

12. The 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:

GARY I. BERNALES
Concurrent Acting Head
c/oInvestment Property Department
5th Floor, SSS Main Building, East Avenue, Diliman, Quezon City
Tel # (02) 8709-7198 local 5182/5318
Email add: investmentproperty@sss.gov.ph

Annex D

SAMPLE EXPRESSION OF INTEREST

Date: _____

GARY I. BERNALES
Concurrent Acting Head
c/o Investment Property Department
5th Floor, SSS Main Building, East Avenue
Diliman, Quezon City

SIR:

I/We refer to the invitation of the Social Security System for Challenger Lessees to apply for eligibility and submit comparative bid proposal for the **TWO (2) YEAR LEASE OF A RESIDENTIAL HOUSE (256.00 m^2) LOCATED AT 28-A CASA REAL, REAL STREET, URDANETA VILLAGE, MAKATI CITY**.

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

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

Very truly yours,

Authorized representative (Please enclose letter of authority)

Name and Signature	:	_____
Position/Designation	:	_____
Business/Company Name, if applicable	:	_____
Residence/Business/ Company Address	:	_____
Email Address	:	_____
Telephone/ Mobile No.	:	_____
Attachments, if applicable	:	Business/ Company Profile

Annex E

SAMPLE COMPARATIVE BID PROPOSAL

Date: _____

GARY I. BERNALES
Concurrent Acting Head
c/o Investment Property Department
5th Floor, SSS Main Building, East Avenue
Diliman, Quezon City

SIR:

I/We refer to the invitation of the Social Security System for Challenger Lessees to apply for eligibility and submit comparative bid proposal for the **TWO (2) YEAR LEASE OF A RESIDENTIAL HOUSE (256.00 m^2) LOCATED AT 28-A CASA REAL, REAL STREET, URDANETA VILLAGE, MAKATI CITY**.

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

Bid Item : _____

Bid Price/ Monthly Rental : _____
(Php/month, Amount in words and figures, VAT Excl.)

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

Submitted by:

(signature)

_____
Name of Authorized Representative

_____
Position

Annex F

CHECKLIST OF DOCUMENTS

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

Documents	
Eligibility Documents to be contained in the First Envelope	
For Company/Business or Individual	
1. Duly notarized Eligibility Statement (**Annex H)**	
Item 8	Certification under oath by the CL or its authorized representative that each of the documents submitted in satisfaction of the eligibility requirements is an **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 (see **Annex H, Item 8**);
Item 9	A letter or Certification under oath by the CL or its authorized representative authorizing SSS or its duly authorized representative/s to verify all of the documents submitted and authorizingSSS to check or review, at any time during the evaluation process, other relevant informationaffecting the CL or the Lease Proposal and should such review uncover any misrepresentations made in the Eligibility Documents or the Bid Proposal, or any change in the situation of the CL (including all the members of the JV or consortium), which affects the substance of its Lease Proposal, SSS may disqualify the CL from the bidding procedures andforfeit the PS, if posted (see **Annex H, Item 9**);
2. Waiver of right to seek legal remedies (Sample - **Annex I**);	
3. Sworn affidavit of the CL or its duly authorized representative stating that he/she or any officer of its corporation/ partnership/ institution/JV or consortium members, is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any of the approving/recommending authorities or any of the employees of the Asset Management Division (AMD) (Sample - **Annex J**).	
4. Application to Lease Investment Property (ALIP) (**Annex K**);	
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 CL's name for issuance of post-dated checks;	
7. Any government-issued identification card (SSS, GSIS, UMID, Passport, Driver's License).	
Additional Documents:	
For Individual	
1. Certificate of Employment and Compensation (CEC) or Certification Under Oath of Source of Income.	
2. Latest Income Tax return, if applicable.	
For Company/Business	
1. 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;	
2. Articles of Incorporation/ Partnership and By-Laws of the CL asamended by the latest amendments, or revisions if any;	

3. Mayor's or Business permit issued by the city or municipality where the principal place of business of the CL is located;

4. A Board Resolution duly certified by the CL's Corporate Secretary, 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;

5. **Original Tax Clearance** issued by the BIR or **proof of filing**. In case of "proof of filing" the CL shall still be required to submit a valid Tax Clearance within the prescribed period from receipt of SSS notice.

6. Certified True Copy by the BIR, or copy filed thru electronic filing and payment system (EFPs) or at any Authorized Agent Bank of the BIR using eBIR Forms, of the following documents:
   i. **Income tax return (ITR**) together with the Financial Statements for the **year 2025.**
   ii. **Business tax returns** (e.g. Value Added Tax returns and/or percentage tax returns) for the last six (6) months **(October 2025 to March 2026)**

   Bidders shall also be required to submit a copy of Certificate of Registration (COR) issued by the BIR.

   For newly registered company in year 2026, only the initial Financial Statement for the applicable year is required.

7. If a JV or consortium, the CL (including all its JV/consortium members) shall submit to SSS a copy of the duly notarized JV Agreement/Memorandum of Agreement/Understanding which:
   a. briefly describes the JV/consortium, the individual members of the JV/consortium and the extent of the participation of each member;
   b. 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
   c. provides that the members shall be jointly andseverally 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 a Government Entity

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 Contract of Lease (COL);
3. Copy of the applicable law creating the government entity;
4. Proof of Fund Availability.
5. Bids and Award Committee Approval of the lease of space.

Bid Proposal to be contained in the Second Envelope

1. Bid Proposal (Sample - **Annex E**)

2. Proposal Security (in Cash or Manager's Check)

3. Proposal Securing Declaration duly notarized (Sample - **Annex K**)

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/ Challenger Lessee) with office address at (address of Challenger Lessee) is interested to participate in the Modified Competitive Challenge for the **TWO (2) YEAR LEASE OF A RESIDENTIAL HOUSE (256.00 m^2) LOCATED AT 28-A CASA REAL, REAL STREET, URDANETA VILLAGE, MAKATI CITY..**

2. I am the (designation) of the (Challenger Lessee), duly authorized to make this Statement for and on its behalf;

3. The (Challenger Lessee) has no pending or unpaid tax liabilities in the Philippines;

4. The (Challenger Lessee) has not been disqualified or is not “blacklisted” or barred from bidding by any government agency, instrumentality, GOCC or any bilateral or multilateral agency such as but not limited to the Asian Development Bank and the World Bank, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

5. The (Challenger Lessee) 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 (Challenger Lessee), if awarded the contract to lease the subject SSS Property, commits to comply with the rules, regulations and standards set by the SSS and all other pertinent and relevant laws, rules, regulations and issuance of the agencies of the National Government and of the Local Government, for the entire duration of the contract period;

7. The (Challenger Lessee) commits to abide by the decision of the 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), the Social Security System (SSS), the RA, the Technical Working Group (TWG), SSS officers and staff, to prevent or restrain the qualification proceedings related thereto, the award of the contract to a successful Challenger Lessee, and the carrying out of the awarded lease contract;

8. Each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and all statements and information provided herein are true and correct. Any falsity, error, or misrepresentation shall constitute a ground for disqualification from this bidding proceedings or revocation of award as determined by SSS;

9. The (Challenger Lessee) authorizes the SSS or its duly authorized representative/s to verify all of the documents submitted and authorizing SSS to check or review, at any time during the evaluation process, other relevant information affecting the CL or the Comparative Lease Proposal and should such review uncover any misrepresentations made in the Eligibility Documents or the Comparative Bid Proposal, or any change in the situation of the CL (including all the members of the JV or consortium), which affects the substance of its Comparative Lease Proposal, SSS may disqualify the CL from the bidding procedures and forfeit the PS, if posted;

10. (Challenger Lessee), its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any member of the SSC, the SSS officers and staff, the RA, TWG, RA Secretariat on matters concerning this undertaking from the date of submission of the Comparative Lease Proposal up to the conclusion of the bidding process.

11. The (Challenger Lessee), its Directors and Officers have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment advantage to any SSC member, SSS officers and staff, RA, TWG and RA's Secretariat, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act", as amended.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Annex H

SAMPLE WAIVER OF RIGHT TO SEEK LEGAL REMEDIES

Date

GARY I. BERNALES
Concurrent Acting Head
c/o Investment Property Department
5th Floor, SSS Building, East Avenue, Diliman , Quezon City

Subject: TWO (2) YEAR LEASE OF A RESIDENTIAL HOUSE (256.00 m^2) LOCATED AT 28-A CASA REAL, REAL STREET, URDANETA VILLAGE, MAKATI CITY.

Sir:

As a duly authorized representative of *[Name of Company]*, (hereinafter referred to as the "Company"), and in connection with the Invitation to Apply for Eligibility and Submit Comparative Proposal for the lease of the subject property on an ***"as-is where-is basis",*** the undersigned on behalf of the Company, hereby expressly and formally commits to abide by the decision of the Recommending Authority (RA) for 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 for the Modified Competitive Challenge (MCC) of the subject SSS property, the Company hereby holds the SSS free and harmless from any liability, costs and expenses, suit or allegation arising out of the Company's participating in the MCC process. This also serves as a formal waiver by the Company of any right to file any form of legal remedy or action before any court, tribunal or administrative body to prevent or restrain or prohibit SSS from continuing the bidding proceedings related thereto and from awarding and executing a contract with the WL as determined by the RA.

Very truly yours,

Authorized representative (Please enclose letter of authority)

Name and Signature:_____

Title/Position :_____

Date :_____

Annex 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 Challenger 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 Challenger Lessee]* with office address at *[address of Challenger Lessee]*;

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

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

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

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

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

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

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

☐ NEW ☐ 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 (PL) / LESSEE

A. PROPERTY TO BE LEASE

Check the preferred property:

☐	Aseana Property, Paranaque City	☐	Greenmeadows Subd. Quezon City
☐	BGC Blk 57, McKinley Rd, Taguig City	☐	Manila Harbour, Tondo Manila
☐	Cyber One Building, Eastwood, Quezon City	☐	Makati Building, Makati City
☐	East Triangle Property, Quezon City	☐	Philam Life Tower, Makati City
☐	FCA 5 (HK Sun Plaza), Pasay City	☐	Urdaneta Village, Makati City
☐	FCA 7, Diosdado Avenue, Pasay City	☐	Others:

DETAILS:
Unit No./ Lot No. / Parking Slot No.

PROPOSED OR INTENDED USED OF PROPERTY :

PROPOSED TERM OF LEASE:
No of yrs: _____ From _____ To _____

MODE OF PAYMENT:
☐ Issuance of PDC ☐ Advance Payment (min. 6 mos)

B. PROSPECTIVE LESSEE / LESSEE INFORMATION

	Non-Business / Individual	Business / Company / Corporation/ Gov't.
FULL NAME		
SSS NUMBER		
SOURCE OF INCOME		
BUSINESS/COMPANY NAME		
NATURE OF BUSINESS		
BIR NUMBER		
TAX IDENTIFICATION NUMBER		
VAT EXEMPT or PEZA registered?		
EMAIL ADDRESS		
CELLPHONE NUMBER		
OFFICE TEL. & FAX NUMBER		
BUSINESS ADDRESS /PERMANENT ADDRESS No/Unit No/Bldg No/Street Name/City/Province/Zip Code (Do not use the address of the SSS property offered for lease)		
FOREIGN ADDRESS (if any) No/Unit No/Bldg No/Street Name/City/Province/Zip Code		
BRANCH OFFICE ADDRESS (if any) No/Unit No/Bldg No/Street Name/City/Province/Zip Code		

C. CERTIFICATION, DATA PRIVACY CONSENT AND AUTHORIZATION

1. I certify that the information provided are true and correct and I understand that I shall be held liable under all circumstances for any false information, misrepresentation and fraud in this application.
2. I authorize SSS to use and access my personal data and records submitted, which may be considered sensitive, to process my application to lease investment property including verification from my source of such information and for the establishment, exercise or defense of SSS legal claims against me in case I commit misrepresentation or fraud in the submission of this application.
3. I trust that SSS shall keep confidential and secure all the information using organizational, physical and technical measures and procedures, pursuant to Sec. 24 (c), SS Act of 2018 (R.A. No. 11199) and the Data Privacy Act of 2012 (R.A. No. 10173). I was made aware that SSS will not divulge my personal data to any person unless authorized by me or required through a subpoena issued by the courts. However, SSS shall only share my data with other government agencies and with partner private companies like banks, collecting agents, insurance companies or IT solutions contractors through a data sharing agreement or as lawfully permitted under the applicable provision of R.A. No. 10173, for the purpose of delivering efficient and effective service and for the attainment of SSS' legal mandate of providing social security.
4. Nevertheless, SSS commits that all the forms used in collecting my information shall be disposed of in accordance with SSS' Records Retention and Disposition Schedule to insure against unnecessary disclosure of information.

_____
SIGNATURE OVER PRINTED NAME OF APPLICANT/LESSEE/OWNER

_____
DATE

LESSEE / OWNER
1 X 1

_____
SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE

_____
DATE

Representative
1 X 1

PART II - TO BE FILLED OUT BY SSS

RECEIVED AND SCREENED BY

PRINTED NAME | SIGNATURE | DESIGNATION | DATE & TIME

Perforate Here

SOCIAL SECURITY SYSTEM

APPLICATION TO LEASE SSS PROPERTY

ACKNOWLEDGEMENT STUB

PROPERTY	Unit/Lot /PS No.	PROSPECTIVE LESSEE/LESSEE

RECEIVED AND SCREENED BY

_____
SIGNATURE OVER PRINTED NAME

_____
DESIGNATION

DATE RECEIVED

MINIMUM LEASE POLICY

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

Conforme:

PRINTED NAME OF APPLICANT/LESSEE/OWNER	SIGNATURE	DATE
OR		
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE

INSTRUCTIONS

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

DOCUMENTARY REQUIREMENTS GUIDE / CHECKLIST

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

NON-BUSINESS/ FOR RESIDENTIAL UNITS:

INDIVIDUAL APPLICANT

- ☐ 1. Accomplished Application to Lease Investment Property (AUP)
- ☐ 2. Certificate of Employment and Compensation (CEC) or
- ☐ 3. TIN Number or Latest Income Tax return (ITR), if applicable
- ☐ 4. Bank Statement or Proof of Checking Account under Applicant's Name (for issuance of PDC)
- ☐ 5. Sketch plan, specification scope of work and cost estimate of proposed improvement, if any
- ☐ 6. Any of the following Government issued Identification Card:
  - ☐ SSS/GSIS ID/UMID
  - ☐ Passport
  - ☐ Driver's License
  - ☐ Government issued ID

BUSINESS:

FOR GOVERNMENT ENTITIES

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

COMPANY/CORPORATION/SOLE PROPRIETORSHIP/PARTNERSHIP

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

II. FOR COMPETITIVE CHALLENGE

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

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 Challenger Lessee shall also submit a Proposal Securing Declaration simultaneous to the posting of Proposal Security.

2. I/We warrant that the proposal security submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the opening of the Comparative Lease Proposals;

3. I/We, when selected as the Winning Lessee, shall enter into contract with SSS and furnish the required Security Deposits from receipt of the Notice of Award and prior to the execution of the Contract of Lease;

4. I/We acknowledge that SSS reserves the right to disqualify me/us for a period of time from participating in any of its selection/procurement activity, regardless of mode, in the event I/we violate any of the conditions stated herein including but not limited to, not entering into the contract of lease with SSS when selected, or failure to perform its obligations under the said contract;

5. I/We acknowledge that the Proposal Security shall automatically be forfeited in favor of the SSS in the event that I/we withdraw my/our proposal during its validity, fail to and/or refuse to enter into a contract with the SSS when selected or when there is a failure to furnish the required Security Deposit.

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

_____
Name of Challenger Lessee/Authorized Representative

[Jurat]

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