REPUBLIC OF THE PHILIPPINES

SOCIAL SECURITY SYSTEM

TERMS OF REFERENCE

MODIFIED COMPETITIVE CHALLENGE
FOR THE LEASE OF
SSS-OWNED MANILA HARBOUR CENTRE LOTS

Located in North Harbour Center Industrial Park,
Tondo, Manila

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PROJECT RATIONALE

The Social Security System (SSS) properties subject of bid is composed of three (3) commercial/industrial lots located inside the Manila Harbour Centre (MHC) in North Harbour Center Industrial Park, Tondo, Manila. Said properties are currently leased-out to private entities.

The current lessees have manifested their intent to renew their lease on the subject properties and have satisfied all the requirements to be accorded with the **Original Proponent Lessee (OPL**) status. Pursuant to the provisions of the Guidelines for the Lease of SSS Investment Properties (IPs), specifically Part VI, Item A.3, and in compliance 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**) procedure wherein the agreed terms and conditions for the renewal of lease shall be subject to a challenge by the public with right accorded to the OPL to outbid the most superior bid from a prospective challenger lessee (CL).

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

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

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

I. PROPERTY BACKGROUND

1. Description

The MHC lies within North Harbor Center Industrial Park, a 7.9-hectare subdivision development intended for industrial purposes. The MHC is about 3.6 kilometers by road from the Divisoria area, some 4.8 kilometers by road from Monumento passing thru C-4 Road and approximately 5.7 kilometers by road from Manila City Hall. The streets in the neighborhood are designed to carry light to heavy vehicular and pedestrian traffic loads. Major thoroughfares are of concrete and provided with streetlights.

Electric power, water supply and telecommunication facilities are available in the area. Public utility vehicles are available throughout the day, particularly along Radial Road 10 which is about 200 meters east of the subject lots and connects to other sections of the city.

Some noted locators within the Park include ECV Logistics Solutions, Foremost Milling Corporation, San Miguel Corporation Warehouse and LBC. Radial Road 10, the main thoroughfare in the area, is an extension of Roxas Boulevard connecting to the Cavite area on the south and to Epifanio de Los Santos Avenue on the north.

2. Land Use

The area is considered an economic zone, accredited by the Philippine Economic Zone Authority. The highest and best use of the property is industrial use, based on current development trends in the neighborhood.

Land titles within the MHC in favor of SSS were issued by the Registry of Deeds for the City of Manila. All lots have their frontages along their respective fronting street. The terrain of the lots may be considered as generally flat and the average elevation is the same as that of the streets.

3. Properties for Lease

Property	**TCT No.**	**Lot Area** (sqm)	**Status of the Lots**
Lot 1 Block 19	(246190) 002-2025001073	1,200.00	• Lots are currently leased to ECG Brokerage, Inc. until **July 31, 2026**
Lot 2 Block 19	(246191) 002-2025001114	948.08	
Lot 14 Block 20	(238260) 002-2025001007	1,101.00	• Lot is currently leased to Cargo Bayan Incorporated until **July 31, 2026**

II. DEFINITION AND ABBREVIATION OF TERMS

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

1. Bid Proposal/Price	Refers to the Bid from a CL. It should not be lower than the Minimum Bid Price (MBP) set herein. It shall be submitted together with the Proposal Security and Proposal Securing Declaration as set forth in this TOR. These documents comprise the 2nd Envelope to be submitted to SSS on or before the deadline for submission of bids.
2. Minimum Bid Price (MBP)	The minimum amount that may be bid for by a CL for the lease of a property being bid-out.

3. Challenger Lessee (CL)	Refers to private or government/public sector entities (PSE) eligible to submit superior comparative proposal. Shall be referred in this TOR as CL.
4. Contract of Lease (COL)	Written agreement specifying the terms and conditions of the lease as set forth by the SSS. The COL shall be prepared by the SSS Documentation and Conveyancing Dept. (DCD) and reviewed/cleared by the Office of the Government Corporate Counsel (OGCC).
5. 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.
6. Highest Ranked Bid (HRB)	Bid Proposal with the highest bid among the proposals submitted by all CLs.
7. Highest Ranked and Complying Bid (HRCB)	HRB that passes post-qualification.
8. Item for Challenge (IFC)	The IFC shall be the monthly rental rate on the first-year lease exclusive of VAT
9. Lease Proposal	Refers to the Eligibility documents and Bid Proposal to undertake a lease project submitted by an interested 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.
10. Modified Competitive Challenge (MCC)	It is one of the approved competitive procedures by the SSC in selecting a lessee to an SSS Investment Property (IP) pursuant to the Guidelines for the Lease of IPs as approved by the SSC in its Resolution No. 403-s.2020 dated 05 August 2020.
11. Modified Competitive Challenge Bulletin (MCC Bulletin)	Document to be issued by the RA that shall contain any clarifications, amendments and/or supplements to the Invitation to Apply for Eligibility and Submit Superior Comparative Proposal (IAESSCP) and to this TOR.
12. Original Proponent Lessee (OPL)	Status accorded to the Lessee with pre-existing contract which conformed to the terms and conditions of the lease, posted the Proposal Security and updated the documentary requirements it earlier submitted for the current lease.
13. Permit to Enter (PTE)	A document to be issued to the WL for the possession of the property during the lease period, subject to compliance with the terms and conditions of this TOR.
14. Proposal Securing Declaration (PSD)	To be submitted together with the Bid Proposal and Proposal Security. These comprise the 2nd Envelope to be submitted to SSS on or before the deadline for submission of bids. The PSD shall stipulate that CL will 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 CL has submitted a written waiver of its right to file a request for reconsideration within the period prescribed in this TOR; or b. In the absence of a written waiver as above-mentioned, after a COL has already been signed by the SSS and the selected lessee and the corresponding security deposit has been posted.
15. Proposal Security (PS)	This is issued in favor of the SSS by the CL as security for their faithful compliance to the conditions of the lease project including but not limited to entering into the COL with SSS when selected. It shall be in the form of cash, cashier's/manager's check or bank draft, guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank payable in favor of SSS in the minimum amount equivalent to the first month rent, inclusive of VAT, on the initial year lease period. 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.
16. Right to Outbid	The automatic right vested upon the OPL whereby it is given the option to submit a better offer than the HRCB, if any. As provided under Section X Item B.9 of this TOR, the OPL upon declaration of the HRCB, shall be given a right to outbid or give a better offer with a bid amount (in whole number) higher than the HRCB.
17. Social Security Commission (SSC)	The governing Board and policy-making body of the SSS.
18. Winning Lessee (WL) / Lessee	Refers to either the OPL which submitted a better offer than the HRCB and approved by the Approving Authorities or the CL deemed as the HRCB and approved by the Approving Authorities, whose bid was not defeated by the OPL pursuant to the right to outbid rule.

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

ACRONYMS	TERMS
AA	Approving Authorities
AMD	Asset Management Division
CL	Challenger Lessee
COL	Contract of Lease
CTC	Certified True Copy/ies
DCD	Documentation and Conveyancing Department
EOI	Expression of Interest
HRB	Highest Ranked Bid
HRCB	Highest Ranked and Complying Bid
IAESSCP	**I**nvitation To **A**pply For **E**ligibility and to **S**ubmit **S**uperior **C**omparable **P**roposal
IFC	Item for Challenge
IP	Investment Property
LAMG	Lending and Asset Management Group
MBP	Minimum Bid Price
MCC	Modified Competitive Challenge
MPC	Minimum Percentage of Challenge
OGCC	Office of the Government Corporate Counsel
OPL	Original Proponent Lessee
PCEO	President and CEO
PDC	Post-dated Check/s
PL	Prospective Lessee
PS	Proposal Security
PSD	Proposal Securing Declaration
PSE	Public/Private Sector Entities
PTE	Permit to Enter
RA	Recommending Authority/ies
ROPAAAD	Real and Other Properties Acquired and Acquired Assets Department
SSC	Social Security Commission
SSS	Social Security System
TOR	Terms of Reference
WL	Winning Lessee

III. MINIMUM BID PRICE (MBP)

The only Item for Challenge (IFC) shall be the **monthly rental rate per square meter of lot** on the first-year lease term, exclusive of VAT. The MBP for lot as shown on table below:

Property		**Lot Area** (sqm)	**Minimum Bid Price** (Monthly Rental Rate – ₱/sqm)	**Minimum Bid Amount Exclusive of VAT** (₱/monthly)
Lot No.	**Block No.**			
1	19	1,200.00	**451.42**	**541,704.00**
2	19	948.08	**430.02**	**407,693.36**
14	20	1,101.00	**430.02**	**473,452.02**

A Bid Proposal containing an amount less than the MBP shall automatically be rejected.

The procedure for the evaluation and comparison of bids is specified under Part X, Section B “Detailed Process”, Item 6.ii “Opening and Evaluation of Bid Proposals” of this TOR.

All Lease Proposal prices shall be quoted in Philippine Pesos.

IV. PROPOSAL SECURITY (PS)

The OPL and CL shall post a PS in favor of the SSS, in the minimum amount equivalent to their Bid Proposal plus VAT (sample computation below) in the form of bank manager's check or cashier's check issued by any universal/commercial bank doing business in the Philippines. The PS of the WL shall be treated as earnest money and shall form part of the required security deposit upon signing of the Contract of Lease.

Sample Computation Table:

Property	***MBP*** *(₱/sq.m., without VAT)*	***MBP*** *(₱/month without VAT)*	***CL's Bid Proposal*** *(₱**460**/sq.m./ monthly, without VAT)*	***Proposal Security*** *(CL's Bid Proposal of ₱**460**/sq.m./monthly plus 12% VAT)*
Lot 1 Block 19	***451.42***	***541,704.00***	***₱552,000.00***	***₱618,240.00***
Lot 2 Block 19	***430.02***	***407,693.36***	***₱436,116.80***	***₱488,450.82***
Lot 14 Block 20	***430.02***	***473,452.02***	***₱506,460.00***	***₱567,235.20***

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

Any Bid Proposal not accompanied by a PS shall automatically be rejected.

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

V. MANDATORY PURCHASE OF TOR

CL are required to purchase this TOR for a non-refundable fee of **THREE THOUSAND PESOS (₱3,000.00)** to be able to participate in the MCC procedure.

A complete set of TOR may be acquired by interested PL starting _____ 2026 up to the scheduled submission & opening of eligibility documents from the address stated in the last item of the **IAESSCP** and upon payment of the non-refundable fee for the TOR.

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

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

VI. LEASE TERMS AND CONDITIONS

The SSS RA conferred to the existing lessee of the SSS property described below the status of OPL upon the latter's conformity with the following terms and conditions of the lease, subject to a challenge by interested prospective CL on the proposed monthly rent for the first year lease period through the conduct of MCC. The detailed and complete terms and conditions are provided in the COL:

1. SSS Property Subject of Bid

Property ID	Area (sq.m.)
Lot 1 Block 19	1,200.00
Lot 2 Block 19	948.08
Lot 14 Block 20	1,101.00

2. Rental Rates (based on escalated rate):

Property ID	Area (sq.m.)	Monthly Basic Rent (₱)	12% VAT (₱)	Monthly Rent with 12% VAT (₱)	Total Amount Due for the 1st Year w/ 12% VAT (₱)
Lot 1 Block 19	1,200.00	541,704.00	65,004.48	606,708.48	**7,280,501.76**
Lot 2 Block 19	948.08	407,693.36	48,923.20	456,616.56	**5,479,398.72**
Lot 14 Block 20	1,101.00	473,452.02	58,814.24	530,266.26	**6,363,195.12**

3. Lease Term	**Two (2) years**, on an as-is where-is basis,
4. Effectivity of Lease	Lease shall commence on the 1st day of the month following the month of receipt by the WL of the Notice of Award/Approval of Lease Proposal from the ROPAAAD. The ROPAAAD shall notify the WL within 5 calendar days upon receipt by the ROPAAAD of the Approval of the Award/Lease by the Approving Authority.
5. Minimum Bid Price (MBP) on Monthly Rental Rate	**₱451.42** (Lot 1 Block 19) and **₱430.02** (Lot 2 Block 19 & Lot 14 Block 20) per square meter per **month for the first-year lease term, exclusive of 12% VAT**. Bids received below this minimum amount shall be rejected at the opening of the Bids.
6. Security Deposit (SD)	Equivalent to 2 months' rent, inclusive of 12% VAT and to be adjusted in accordance with the rental escalation. SD shall be payable to SSS in cash or manager's check before the issuance of a PTE.
7. Advance Rental Payment (ARP)	Equivalent to 2 months' rent, inclusive of 12% VAT, to be applied on the first 2 months of the lease period. ARP shall be payable to SSS in cash or manager's check before the issuance of a PTE.
8. Insurance	During the lease period the lessee shall obtain at its own expense an all-risk insurance coverage for the leased property, including any additional improvement therein, assigned in favor of SSS and issued by the GSIS or any Top 10 insurance company accredited by the Insurance Commission and submit to SSS a copy of the insurance policy/ies. The all-risk insurance shall answer for any damage to property and/or injury or death as a result of or incidental to the lessee's operation of the leased property or fire, earthquake, flooding/inundation or any calamity, or force majeure, without prejudice to SSS' right to file a case against the lessee for any additional claim not covered by the insurance.
9. Rental Payments	Upon submission of the signed and notarized COL, the lessee shall simultaneously submit PDCs, dated every 1st day of the applicable month, quarter or semester, for the remaining months of the first year of the lease term after taking into consideration the ARP. Thereafter, the lessee shall, without need of a demand from SSS, issue twelve (12) PDCs dated every 1st day of the applicable month for the 2nd year, or the corresponding number of remaining months of the lease term, if unexpired months are less than twelve (12), to be submitted

	at least sixty (60) calendar days before the anniversary of the commencement date of the lease.
10. Delay/Non-Payment of Rentals and Other Dues and Default	In case of any delay in the payment of the monthly rentals, fees and other charges such as, but not limited to utilities provided by SSS, the Lessee shall pay a penalty equivalent to 2% per month of the rental due/other charges computed from the first day of the applicable month until fully paid.
11. Taxes, Fees and Other Charges	a. 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. b. 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. c. Other fees and charges as may be imposed as a result of or incidental to the lease and relevant laws and issuance. d. 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. e. Unpaid taxes, fees, and other charges i. All payables due within the lease period but received after the expiration of the lease term shall remain for the account of the lessee and be billed accordingly. ii. The lessee shall be responsible for the payments of all taxes, fees, and other charges which may be assessed and/or levied against it and/or its sub-lessees during the lease period and all that remain unpaid after the lease period. iii. The SSS may advance the payment of all taxes, fees, and other charges in behalf of the lessee to the extent that it shall protect the SSS' interest and as may be allowed under applicable laws, rules and regulations and other issuances, subject to reimbursement from the lessee within 5 calendar days from its receipt of SSS notice. iv. A 2% penalty per month up to a maximum period of 2 months from receipt of the notice of reimbursement by the lessee shall be imposed against the lessee for any unpaid amount advanced by the SSS. Continued non-

<table>
<tr><td></td><td>payment of all amounts due beyond the maximum period of 2 months shall be a ground for the cancellation of the lease.</td></tr>
<tr><td>12. Extrajudicial Termination of Lease</td><td>a. Either party may extrajudicially terminate the lease for convenience provided that the party who will initiate such termination shall inform the other party in writing at least ninety (90) calendar days before the intended date of termination. In any event, the extrajudicial termination of the contract shall take effect 90 calendar days after receipt by the other party of the notice to terminate.

b. In case the Lessee initiates the extrajudicial termination of the COL for convenience, the Lessee shall pay the SSS a termination fee, to be deducted from the SD, in accordance with the following:
<table><tr><th>Date of Pre-Termination</th><th>% of Forfeiture</th></tr><tr><td>Within 1st half of lease term</td><td>100% of SD</td></tr><tr><td>Within 3rd quarter of lease term</td><td>50% of SD</td></tr><tr><td>Within 4th quarter of lease term</td><td>25% of SD</td></tr></table>
c. Portion of the SD not forfeited shall be returned to the Lessee.</td></tr>
<tr><td>13. Improvements on the Property</td><td>a. All improvements shall require the prior approval of the approving authority who approved the lease project.

b. Upon expiration/termination of the lease, all improvements and conditions in the leased property, which cannot be removed without causing damage or injury to the leased property, introduced or made by the lessee, shall become the SSS’ property upon the expiration of the lease period or any extension or renewal thereof, or the termination of the lease contract, without any obligation on the part of the SSS to reimburse the lessee for the value thereof. However, the lessee may, at its option and own expense, elect to remove such alterations and improvements which are not otherwise stipulated to be retained or owned by the SSS and which are capable of being detached without causing material damage or injury to the leased property.

c. All improvements shall be included in the determination of the rent should the lease be renewed, except as may be otherwise indicated in this TOR.</td></tr>
<tr><td>14. Prohibitions on the Use of the Property and Inspection</td><td>a. The Lessee shall not use the leased lot including any improvement thereon for:

i. Purposes other than and/or contrary to what is permitted in the COL;

ii. Purposes which are illegal, immoral, or contrary to public policy;

iii. Purposes or acts as may be prohibited by the SSS;

iv. Any activity which may endanger the health, safety, peace, and tranquility of other people conducting business and/or residing in the same area such as but not limited to production of annoying sounds and obnoxious odors, and other analogous activities; and

v. Any activity which may endanger the environment through ecological disturbances and other analogous activities.</td></tr>
</table>

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

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

VII. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

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

2. The CL shall:

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

   b. Investigate/examine the SSS Property for lease, its existing structures, facilities, utilities, general characteristics, condition and its surrounding vicinities that may affect directly or indirectly the actual execution of the lease proposal and such other information as to allow

the CL to make a competitive estimate. The CL, by the act of submitting its lease proposal, acknowledges that it has inspected the SSS Property and accepted all the terms and conditions as set forth in this TOR.

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

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

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

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

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

h. Post the Proposal Security in the amount/form and date as stated in this TOR.

3. The OPL shall:

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

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

c. Post the Proposal Security in the amount/form and date as stated in this TOR; and

d. Have the right to outbid the superior or most advantageous offer of CL.

4. The WL shall:

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

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

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

d. Submit the company's audited financial statements annually;

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

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

VIII. ELIGIBLE CL/PL

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

1. Individual Lessee/Sole Proprietorship (Filipino citizen / Foreigner)

2. Corporation/Partnership duly registered with the Securities and Exchange Commission

3. An incorporated JV or consortium of local/foreign individuals/entities, i.e., a group of 2 or more persons/entities with intention to be jointly and severally responsible or liable for the particular transaction with the SSS

4. Cooperatives duly organized under the laws of the Philippines

5. Multilateral Institutions

6. Government agencies

IX. ELIGIBILITY CRITERIA

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

1. **Legal Requirements**

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

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

2. **Financial Capability**

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

   a. **Good financial and credit standing.** The CLs must have bank account/s with cash balance or a credit line from a reputable commercial/universal local or international bank in the amount equivalent to at least the 2 months advance rent and 2 months Security Deposit, inclusive of VAT.

   b. **Timely and Complete Payment of Taxes.** The CLs (and all members, if a CL is a JV or consortium) must be up to date in its payment of all applicable taxes and must be able to submit an updated tax clearance.

X. MODIFIED COMPETITIVE CHALLENGE (MCC) PROCESS

A. General Process Flow

1. Publication of the IAESSCP
2. Submission of Expression of Interest (EOI)
3. Pre-Selection Conference
4. Submission of Eligibility Documents and Bid Proposal together with the PS and PSD
5. Sealing and Marking of Eligibility Documents/Bid Proposals with PS and PSD
6. Two-Stage Evaluation
   a. Opening and Preliminary Examination of Eligibility Documents

b. Opening and Evaluation of Lease Proposals

7. Notification to the HRB
8. Post-Qualification of the CL with the HRB
9. Exercise Right to Outbid by the OPL, if applicable
10. Award on Lease of Property
11. Execution of the COL

B. Detailed Process

1. **Publication and Posting of IAESSCP.** The SSS shall publish the IAESSCP in at least two (2) newspapers of general nationwide circulation, once a week for at least two (2) consecutive weeks and posting in the SSS website (www.sss.gov.ph). The first publication must be undertaken at least twenty (20) calendar days before the deadline on the submission of the eligibility documents and lease proposals by the CLs. This shall serve to inform and invite prospective CLs to the subject bidding. Attached herewith as **"Annex C"** is a copy of the IAESSCP.

2. **Submission of Expression of Interest (EOI).** Interested CLs must submit their EOIs within five (5) days from the last day of publication or on or before 5:00 p.m. of _____, 2026 to ROPAAAD thru email address lease.ropaaad@sss.gov.ph. The EOI must contain an undertaking by the CL that it will adhere to the qualifications criteria, and that it will not seek and obtain a writ of injunction or prohibition or restraining order against SSS and its officials to prevent or restrain the process, the award of the Contract of Lease and implementation of the same, and that it will not institute any criminal, civil and/or administrative cases against SSS and its officials. Only CLs which submitted EOIs may obtain the TOR and submit the eligibility documents and lease proposals on given date.

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

3. **Pre-Selection Conference.** Conduct of a pre-bid conference at the RA's discretion, depending on the complexity of the properties to be leased out. The Pre-Bid Conference may be held **at least 5 days before the submission of bids** to be attended by interested PLs for purposes of clarifying the bidding rules, procedures and approval process.

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

   The RA will hold a Pre-Bid Conference for this Project on the specified date, time and venue as indicated in paragraph 6 of the IAESSCP **(Annex C)**.

   PLs may request for clarification on and/or interpretation of any part of the TOR as specified under paragraph 7 of the IAESSCP and Section XI.2 of this TOR. Such requests must be in writing and received by the RA, either at its given physical address or through electronic mail indicated in the Invitation to Bid, within 2 calendar days from the conduct of the Pre-Bid Conference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLs shall enclose their original Eligibility Documents in one sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy of the original Eligibility Documents shall be similarly sealed and duly marked as "COPY NO.___-ELIGIBILITY DOCUMENTS" in another envelope. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

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

All envelopes shall:

i. Contain the name of the Property to be bid in capital letters:

ii. **"SSS OWNED LOT NO. ___, BLOCK NO. ___ AT MANILA HARBOUR CENTER, TONDO, MANILA"**, subject of the MCC procedure;

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

iv. Be addressed to the RA as identified in the IAESSCP; and

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

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

The Eligibility Documents shall be treated as confidential. Each party will hold any and all confidential information in strict adherence and will not disclose or use any

confidential information or any part of it except for the proper performance of the party's obligations under this TOR.

6. **Two-Stage Evaluation**

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

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

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

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

   ii. **Opening and Evaluation of Comparative 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 Lease Proposals.

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

   If a CL's proposal is superior to all other proposals, including that of the OPL, the OPL shall be given the right to outbid such superior or more advantageous offer based on the parameters provided under Section X.B, Item 9.

   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 winning lessee in case CLs have the same amount of PS. If a tie involves 3 or more CLs, "draw lot" shall be resorted to decide the HRB.

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

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

7. **Notification to the HRB**

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

8. **Post-Qualification**

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

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

If the CL with the HRB fails post-qualification due to misrepresentation, fraudulent acts, falsification, submission of spurious/fake documents or commission of offense in connection with this bidding process, the 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.

9. **Right to Outbid.**

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

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

10. **Award on Lease of Property**

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

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

12. **Execution of the COL**

i. The Notice of Award shall be sent together with the COL for signature of the WL. A Draft Pro-forma COL is hereto attached as Annex A of this TOR.

ii. Within ten (10) calendar days from receipt of the Notice of Award, the WL shall deliver the duly signed and notarized COL to the SSS together with payment of the remaining Security Deposit equivalent to 2 months' rent less PS, 2 months Advance Rent, 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.

XI. OTHER MATTERS

1. Amendment of this TOR

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

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

2. Requests for Written Clarification

All interested CLs can request for clarification and/or make inquiries regarding this document, which shall be in writing and addressed to the RA. All inquiries should be received by the RA on or before the date as specified in paragraph 7 of the IAESSCP. Bid Bulletin will be posted in the SSS website and will also be sent to CLs who have purchased this TOR, as specified in the said IAESSCP. Receipt of all MCC Bulletin shall be duly acknowledged by each CL prior to the submission and opening of the Eligibility Documents/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.

3. Correspondence with the RA

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

The Department Manager III
ROPA and Acquired Assets Department
5th Floor, SSS Main Building, East Avenue, Diliman, Quezon City

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

4. Forfeiture of PS

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

5. Confidentiality of Eligibility Documents/

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

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

6. Protest on Decisions of the RA

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

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

b. In the event that the request for reconsideration is denied, decisions of the RA may be protested in writing to the SSC or its delegated Approving Authority. Provided, however,

that a prior request for reconsideration should have been filed by the PL concerned in accordance with the preceding section, and the same has been resolved.

c. The protest must be filed within 7 calendar days from receipt by the 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 Approving Authority, as may be indicated in this TOR, accompanied by the payment of a non-refundable fee in an amount equivalent to one month rent or such amount as may be indicated in this TOR as recommended by the RA and approved by the SSC or its delegated Approving Authority, in the form of cash or Manager's Check issued by a local universal bank.

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

   i. The name of PL;
   ii. The office address of the PL;
   iii. The name of project/contract;
   iv. A brief statement of facts;
   v. The issue to be resolved; and
   vi. Such other matters and information pertinent and relevant to the proper resolution of the protest.

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

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

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

7. Resolution of Protest

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

8. Non-interruption of the Selection Process

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

9. Resort to Regular Courts

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

10. 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.

11. Damages

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

a. 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 COL, 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.

b. 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.

12. 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.

13. Waiver

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

14. Observance of Highest Standard of Ethics

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

   i. **Corrupt Practice** – behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves or others, or induce others to do so, by misusing the position in which they are placed, and includes the offering,

giving, receiving, or soliciting of anything of value to influence the action of any such official in connection with this proposed lease or in the contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, and whether or not the public officer profited or will profit thereby; and similar acts as provided in Republic Act No. 3019;

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

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

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

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

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

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

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

15. Conflict of Interests and Disclosure of Relations

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

i. If the PL is the sole proprietor, to the PL himself/herself;

ii. If the PL is a partnership, to all its officers and members;

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

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

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

b. All PLs who fail to submit the above disclosure or found to have conflicting interests with the SSS or any of the other PLs shall be disqualified to participate herein, without prejudice to the imposition of appropriate administrative, civil, and/or criminal sanctions.

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

i. A PL has controlling shareholders in common with another PL;

ii. A PL receives or has received any direct or indirect subsidy from any other PL;

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

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

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

16. SSS Reserved Rights

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

b. 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;

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

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

e. 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 IAESSCP and reserves the right to accept the proposal most advantageous and most responsive to the SSS requirements;

f. 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.

XII. TIMETABLE OF ACTIVITIES

Activities	Estimated Calendar Days	Timetable
1. Publication of IAESSCP	14	Day 1 to Day 14
2. Issuance of TOR	30	Day 1 to Day 30
3. Submission of EOI	5	Day 15 to Day 19
4. Pre-Selection Conference	1	Day 20 10:00 am
5. Submission of Written Requests for Clarification/Inquiries	3	Day 21 to Day 23
6. Issuance of MCC Bulletin	3	Day 24 to Day 26
7. Preparation of Eligibility Documents and Bid Proposal	3	Day 27 to Day 29
8. Submission, Opening and Evaluation of the Eligibility Documents and Bid Proposals	1	Day 30 2:00pm
9. Notification to the HRB	3	Day 31 to 33
10. Submission of Tax Clearance (if applicable)	5	Day 34 to 38
11. Post-Qualification of the Eligibility Documents submitted by the HRB	5	Day 39 to Day 43
12. Notification to CL re Declaration of HRCB	3	Day 44 to Day 46
13. Exercise Right to Outbid by the OPL	5	Day 47 to Day 51
14. RA Recommendation to AA for award of COL to the WL	5	Day 52 to Day 56
15. Preparation of final COL by the DCD	20	Day 57 to Day 76
16. Approval of the Award and the COL by AA	7	Day 77 to 83
17. Issuance of Notice of Award and COL for execution by WL	5	Day 84 to Day 88
18. Written confirmation of receipt of the Notice of Award and COL by WL	2	Day 89 to Day 90
19. Execution of Contract and submission of requirements per Notice of Award	10	Day 91 to Day 100
TOTAL	100	

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
(First/Second/Third and so on Renewal)

This _____ RENEWAL CONTRACT OF LEASE (_____ Renewal) is executed by and between:

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

ANTECEDENTS

If the WL is the OPL

The **LESSOR** is the registered owner of the property covered by Transfer Certificate of Title (TCT) No. _____, issued by the Register of Deeds for the City of Manila, containing an area of _____ (_____ sq. m.), located at _____ North Harbour Center Industrial Park, Brgy. 129, Zone 11, Tondo District 1, City of Manila (Leased Premises).

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 "__".

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

The **LESSOR** has offered to the **LESSEE/S** the renewal of the lease through 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, a copy of which is attached as Annex A).

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

If the WL is not the OPL

The **LESSOR** is the registered owner of the property covered by Transfer Certificate of Title (CT) No. _____, issued by the Register of Deeds for the City of Manila, containing an area of _____ (_____ sq. m.), located at _____ North Harbour Center Industrial Park, Brgy. 129, Zone 11, Tondo District 1, City of Manila (Leased Premises).

The **LESSOR** has offered the Leased Premises for lease through 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, a copy of which is attached as Annex "__"[3]).

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.

Common Antecedents

On the basis of the above-mentioned representation and warranty by the **LESSEE/S** and following the applicable provisions of the Government Accounting and Auditing Manual (GAAM), the Lease Guidelines and the Terms of Reference (TOR)

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[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 Acknowledged on _____ by the LESSEE 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 ____.

[3] Annex "E" if Lessee is a corporation and subject to adjustment depending on the applicability of the provision to the circumstances of the lease.

of the MCC for the Lease of the SSS Selected Properties with Pre-existing Contracts (Annex "___"), the **LESSEE/S** was declared as the Winning Lessee/s.

Pursuant to the authority given under _____ dated _____ (Annex "__"), the **LESSOR's** Approving Authorities approved the award and this _____ Renewal, under such terms and conditions mutually beneficial to both parties and its Recommending Authorities 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 _____ Renewal shall take effect for a term of two (2) years from _____ to _____, on an "as-is, where-is" basis, subject to further renewal upon agreement of both Parties prior to the expiration thereof, and subject to existing laws, rules, and regulations on renewal of lease contracts.

2. 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 an annual escalation rate of ____% effective on the second (2nd) year of lease term, as follows:

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

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 the twelve percent (12%) VAT, to be applied on the first two (2) months of the lease period. It shall be paid in cash or Manager's/Cashier's Check before the issuance of a Permit to Enter (PTE).

(If WL is the OPL – 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 and annual assessment by the **LESSOR**. 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 and to be adjusted in accordance with the rental escalation and annual assessment by the **LESSOR**.

2.4. The **LESSEE/S** shall issue post-dated checks, dated every 1st day of the applicable month, to cover rentals for the lease period not covered by the advance 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. Monthly Association Dues shall be for the sole account of the **LESSEE/S**.

3. RENEWAL

3.1. The **LESSOR**'s Investment Property Department (IPD) shall, not later than six (6) months prior to the expiration of this Contract, notify the LESSEE in writing, through a Notice for Renewal containing the terms and conditions for renewal which are subject to the approval of the Approving Authority, for the **LESSEE** to signify its intention to participate or not, in the conduct of a Modified Competitive Challenge (MCC) procedure for the renewal of the lease.

3.2. Within fifteen (15) calendar days from receipt of the notice from IPD, 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 therein, 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 _____ Renewal. The competitive mode for the lease of Leased Premises will shift from MCC to public bidding/competitive challenge. But, notwithstanding the non-submission of intent to participate in the MCC, the **LESSEE/S** may still participate in the public bidding/competitive challenge.

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

3.4. Should the **LESSEE/S** lose the renewal of lease in the MCC procedure but continue to occupy the premises, without the written consent of the **LESSOR**, despite the expiration of the lease and the receipt of the notice to vacate, the **LESSEE/S** shall be obliged to pay the **LESSOR** liquidated damages as provided in this _____ Renewal 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 are in good and tenantable 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. Whenever the **LESSEE/S** is allowed to sublease the leased premises or any part thereof, a copy of the Sublease Contract shall be submitted to the **LESSOR** within ten (10) calendar days from the execution thereof to ensure compliance with the Lease Guidelines.

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

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

5.4. Upon the expiration or termination of this _____ Renewal, all sublease 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. Default in rental payment and other money obligations – If LESSEE fails to pay its outstanding obligations within thirty (30) calendar days from the **LESSOR**'s successful transmittal of the final Collection Letter/Notice.

6.2. Violation/breach of other terms and conditions of this Contract – **LESSEE/S** violates any of the terms and conditions in this Contract including abandonment of the Leased Premises and such violation persists or not remedied within the prescribed period in the Lease Guidelines and despite the issuance of a written notice.

6.3. Force Majeure, Inflation, Crisis or Insolvency/Bankruptcy of the **LESSEE/S** - **LESSEE/S** extrajudicially terminates the lease due to her/his/its inability to pay rent caused by force majeure (e.g. any war, acts of God or any other cause beyond the **LESSEE/S**' control and without any contributing fault on the part of the **LESSEE/S**), extraordinary inflation, health/ economic crisis and bankruptcy.

6.4. **LESSEE/S** committed an act or was negligent, that put the LESSOR, as it determines, in a financial and/or reputational risk.

Further, the **LESSOR** is deemed authorized by the **LESSEE** to exercise the option to lease-out any or all portions of the Leased Premises to other parties as the agent of the **LESSEE**, or to continue the sublease over the Leased Premises and/or step-in to the rights of the **LESSEE** over any sublease, to receive the rent thereof, and to apply the same to the payment of the rent due under the Contract, holding the **LESSEE** liable for any deficiency, without prejudice to any right of action against the **LESSEE**.

The Leased Premises is considered to be abandoned, deserted or vacated if, for a period of thirty (30) or more consecutive calendar days within the lease period, or any extension or renewal thereof, the Lessee has ceased operation in the Leased Premises 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 written notice.

The **LESSOR** shall not be precluded from exercising its right/remedies set out in the Lease Guidelines, the TOR or in this _____ Renewal.

7. OPERATIONAL REQUIREMENTS (TAXES, LICENSES, PERMITS)

7.1. Pursuant to Section 16 of the RA 11199 or the Social Security Act of 2018, SSS shall be exempt from any tax, assessment, fee, charge, or customs or import duty, except value-added tax (VAT) which will be shouldered by the **LESSEE/S**, as the beneficial user of the property.

7.2. The **LESSEE/S** hereby agrees to pay all charges, taxes, assessments and impositions which may, at any time during the Lease Period, be imposed or charged by any governmental authority in respect of the operation of **LESSEE/S'** activities on the Leased Premises.

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

7.4. 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 Bureau of Internal Revenue (BIR), before entering and during the duration of this _____ Renewal. The **LESSEE/S**, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. The **LESSEE/S** shall pay taxes in full and on time and that failure to do so will entitle **LESSOR** to suspend or terminate this _____ Renewal.

8. USE AND CARE OF THE LEASED PREMISES

8.1. During the duration of this _____ Renewal, the **LESSEE/S** shall have possession of, and the right to use, the Leased Premises in accordance with the terms and conditions set forth herein and in strict conformity with all laws, ordinances and regulations prescribed by governmental authorities, and such reasonable rules and regulations as may be prescribed by the **LESSOR**.

8.2. The **LESSEE/S** shall not construct any structure in the Leased Premises without the prior written consent of the **LESSOR**.

8.3. The **LESSEE/S** shall strictly observe the restrictions on land use enforced by the administration and zoning of Manila Harbour Center.

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

8.5. The **LESSEE/S** shall provide, at **LESSEE/S'** own expense, receptacles which the national and/or local laws or ordinances may prescribe, to hold and contain waste matter, garbage and refuse, and shall deposit them at such proper places designated by the **LESSOR**.

8.6. The **LESSEE/S** shall take all the necessary precautions and construct necessary structures in order to protect the health and safety of Lessee's employees, clients and tenants of other SSS-owned properties at the Manila Harbour Center (SSS Property).

8.7. The **LESSEE/S** shall secure the necessary clearance (e.g. Environmental Clearance) from the proper government agencies, certifying that the **LESSEE/S'** business is not a health hazard and that the conduct of **LESSEE/S'** business in the Leased Premises does not endanger the health and safety of those who are also conducting their business in the SSS Property or proximate thereto.

8.8. The **LESSEE/S** shall see to it that the Leased Premises are free from annoying sound, disturbing noises, obnoxious odors and other nuisance and that the Leased Premises are used in a manner that will not disturb the peace and tranquility of the other tenants in the SSS Property.

8.9. The maintenance of peace and order in the Leased Premises shall be for the sole account of the **LESSEE/S**.

8.10. The **LESSEE/S** shall not compromise the safety of the containment structures of the Manila Harbour Center or disrupt any operation or activity within the complex.

8.11. The **LESSEE/S** shall, at its own expense, maintain the Leased Premises in a clean, beautiful and sanitary condition, and shall surrender and return the Leased Premises in as good condition as it was actually found at the beginning of the lease.

8.12. Should the **LESSEE/S** fail to maintain the Leased Premises as required herein within thirty (30) calendar days after due notice to the **LESSEE/S**, the **LESSOR** may enter the Leased Premises in order to restore its condition and/or appearance and charge the expense to the **LESSEE/S**.

9. LIABILITY

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

9.2. The **LESSEE/S** agrees to defend, indemnify and exempt the **LESSOR** from any and all claims, damages, expenses, fines, penalties and/or

liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the use of the Leased Premises.

9.3. The **LESSEE/S** hereby agrees 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.

9.4. The **LESSEE/S** agrees to exempt the **LESSOR** from and against any and all actions, suits, proceedings or claims, including Attorney's Fees or other expenses incurred in connection therewith, resulting directly or indirectly from or arising out of or in connection with any damage to property or injury to, or death of any person due to the negligence or fault of the **LESSEE/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.

9.5. 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.

9.6. 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.

10. TAKE-OVER OF THE LEASED PREMISES

10.1. Upon the termination, default, violation of any of the terms and conditions of the Contract, the **LESSOR** is deemed automatically and fully authorized to, and shall immediately, take possession of the Leased Premises without need of any judicial process, and for the payment by the **LESSEE/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** waives the right to file any action, civil, administrative or criminal, including application for temporary restraining order or preliminary injunction or any action to prevent the **LESSOR** from taking possession of the Leased Premises.

In case of abandonment by the **LESSEE**, the **LESSOR** may, at the **LESSEE's** expense, transfer and store the **LESSEE's** properties found

in the Leased Premises in any warehouse or secured place and sell such properties at a public or private sale to compensate any liability of the **LESSEE** to the **LESSOR**.

11. DISPUTE RESOLUTION, DAMAGES AND VENUE

11.1. 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 by either Party 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.

11.2. 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**.

11.3. 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 _____, where the Leased Premises are located.

12. MISCELLANEOUS PROVISIONS

12.1. ADOPTION BY REFERENCE - The provisions found 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.

12.2. RELATIONSHIP - It is understood that the only relationship between the **LESSOR** and the **LESSEE/S** hereunder is that of Landlord and Tenant. No other relationship of any kind between said parties is created or intended to be created hereby, unless otherwise expressly provided for in this_____ Renewal.

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

12.3. 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 lease.ropaaad@sss.gov.ph.

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

12.5. 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.

12.6. EXPROPRIATION – In the event that the Leased Premises or any part of the property is expropriated during the term of this lease, the Contract shall be deemed terminated upon expiration of the period stated in the notice to vacate or after the **LESSEE** has actually vacated the leased premises, whichever comes first. In such case, the **LESSEE** unconditionally relieves and releases the **LESSOR** from any and all liability under this Contract in connection with or arising out of such expropriation proceedings and agrees that the compensation to be received by **LESSOR** shall belong to it wholly as owner of the Leased Premises, without prejudice to whatever recourse **LESSEE** may have against the expropriating entity on account of damage done or caused to it or its property by reason of such expropriation. Upon such expropriation, **LESSOR** shall return to **LESSEE** the Security Deposit and Advance Rental given under this Contract, after deducting the payment for rentals, utilities and other amounts which remain due and owing to **LESSOR**.

12.7. 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.

The assignment, transfer or any conveyance of the **LESSEE/S'** rights, whether wholly or partially, over the leased property in favor of a third party shall be subject to the evaluation and prior written consent of the **LESSOR**. Any assignment, transfer or conveyance without the prior

written consent of the **LESSOR** shall be null and void insofar as the **LESSOR** is concerned.

In case of lease with construction or development, any assignment, transfer or conveyance of **LESSEE/S'** rights, whether wholly or partially, pending completion of the approved development shall not be allowed.

Notwithstanding the approval of any assignment, transfer or conveyance of the **LESSE/S'** rights over the leased property, the **LESSEE/S** and its assignee shall be solidarily liable to the **LESSOR** for any unpaid or unfulfilled obligations incurred prior to such assignment, transfer, or conveyance of the **LESSEE/S'** rights over the leased property.

12.8. INTERPRETATION - This _____ Renewal 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.

12.9. MODIFICATION AND AMENDMENT – No modification, amendment or waiver of any provision of this _____ Renewal, shall be effective unless the same be in writing and duly signed by the Parties.

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

12.11. BINDING EFFECT - All the terms and conditions of this _____ Renewal shall be binding upon the heirs, successors and assigns of the Parties hereto.

12.12. OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) APPROVAL – This _____ Renewal 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 _____ Renewal.

12.13. COUNTERPARTS - This _____ Renewal 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.

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

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

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

SOCIAL SECURITY SYSTEM
LESSOR

By:

_____
_____
_____

_____
_____
_____

_____

LESSEE

By:

_____
_____
_____

SIGNED IN THE PRESENCE OF:

_____ _____

FIRST ACKNOWLEDGMENT

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

BEFORE ME, 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 fourteen (14) 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/its free and voluntary act and deed as well as the free and voluntary act and deed of the entity he/she/they/it represent/s in this instance.

This instrument refers to a Contract of Lease,[5] consisting of fourteen (14) 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.

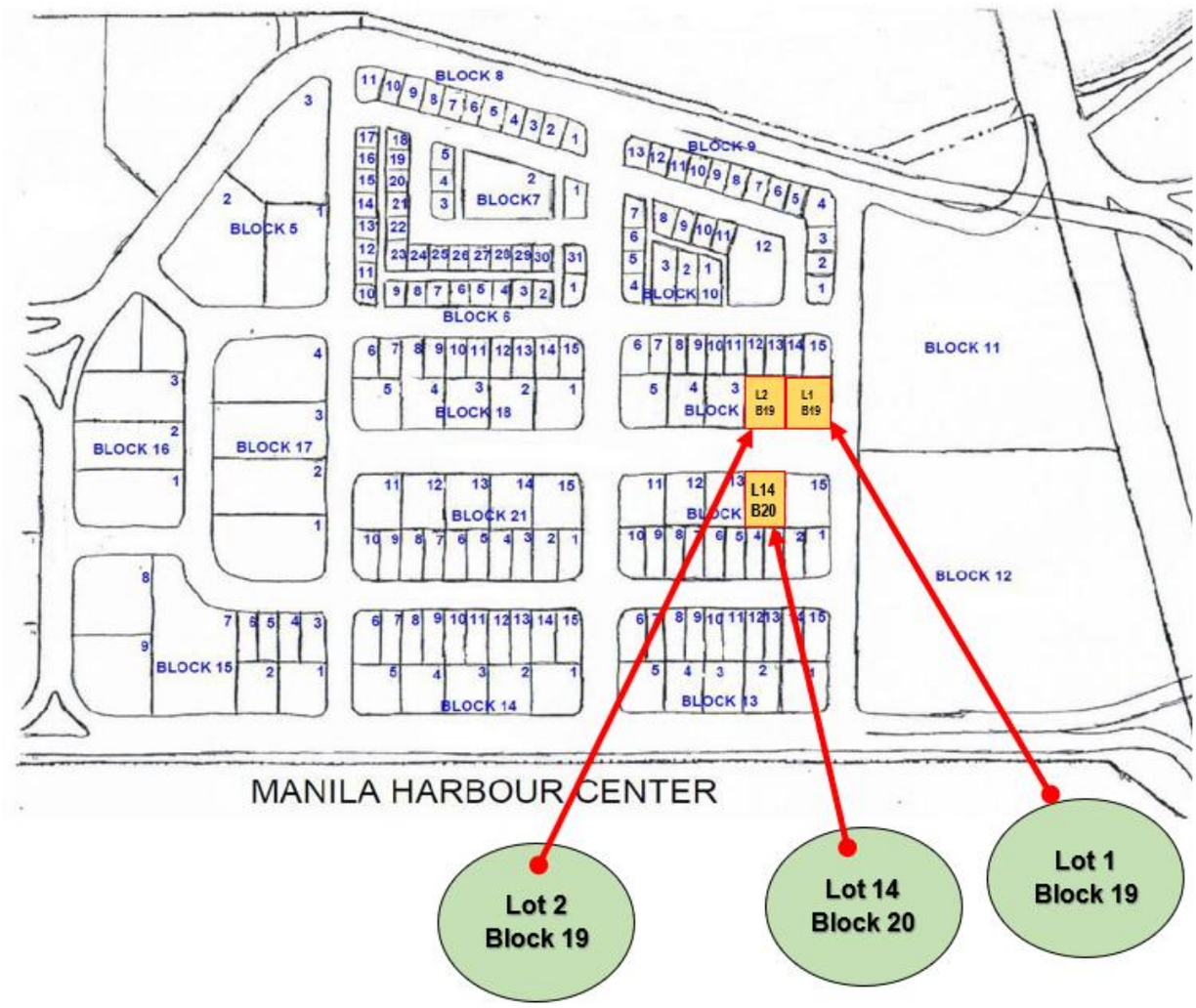
Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

[5] Or, Renewal Contract of Lease

Annex B

MANILA HARBOUR CENTER SITE PLAN

LOCATION MAP



Annex C

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

Date: _____

Invitation to Apply for Eligibility and to Submit Superior Comparative Proposal

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

Property	Lot Area (sqm)	Minimum Bid Price (₱/sq.m./month)	Location
Lot 1 Block 19	1,200.00	451.42	North Harbour Center Industrial Park, Brgy 129, Zone 11, Tondo District 1, City of Manila
Lot 2 Block 19	948.08	430.02	
Lot 14 Block 20	1,101.00	430.02	

2. Interested CLs must submit their Expression of Interest (EOI) personally or through email to the physical or email address stated below on or before **June 10, 2026, 2:00 p.m.**

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

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

3. CLs which submitted EOI, shall obtain the TOR at the address given below starting **May 27, 2026** up to the day before the scheduled Submission & Opening of Eligibility Documents, upon payment of a non- refundable fee of Philippine Pesos: THREE THOUSAND (₱3,000.00). The TOR shall be received personally by the CL or his/her/its authorized representative.

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

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

4. The deadline for the Submission of Eligibility Documents and Bid Proposal, for CL/s who submitted the EOI, is on **June 29, 2026, 2:00 p.m**. at the Executive Lounge, 2nd Floor, SSS Building, East Avenue, Diliman, Quezon City. Late submission shall not be accepted.

5. Opening and Evaluation of Eligibility Documents and Bid Proposal shall be on same date and venue immediately after the deadline of submission as stated above. Lease proposals 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 through online conference using Microsoft Teams but attendance shall not be mandatory on **June 11, 2026, 2:00 p.m.** Kindly e-mail us the following on or before **June 10, 2026**, through the e-mail address indicated below:

   a. Name of the representative and e-mail address; and
   b. Technical and administrative queries

7. All Prospective Lessees (PLs) who have purchased the TOR can request for further clarifications and/or make inquiries regarding the TOR, which shall be in writing and addressed to the Department Manager III, ROPA and Acquired Assets Department. All inquiries should be received on or before **June 17, 2026, 5:00 p.m.** through the given physical address or through e-mail as specified below.

8. Bid Bulletin will be posted in the SSS website and will also be sent to all PLs who have purchased the TOR not later than the close of business hours on **June 22, 2026,** through email. Receipt of all Bid Bulletin shall be acknowledged by each PL prior to the submission and opening of the Eligibility Documents and Bid Proposal and shall be so indicated therein.

9. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.

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

11. Bids received below the minimum amount, as stated in the TOR, shall be rejected at the opening of the Lease Proposal/s.

12. If no CL procures this TOR and/or submits superior comparative proposal, the Contract of Lease shall be executed between SSS and the OPL, and the MCC process is deemed terminated. If there is an eligible and compliant CL with superior comparative proposal, the OPL shall have the right to outbid the same pursuant to the parameters set by SSS as stated in the TOR.

13. 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:

DEPARTMENT MANAGER III
ROPA and Acquired Assets Department
5th Floor, SSS Main Building
East Avenue, Diliman, Quezon City
Tel # (02) 8709-7198 local 2572/2574
Email add: lease.ropaaad@sss.gov.ph

AR. CYRUS CAESAR D. LOZANO
Department Manager III
ROPA and Acquired Assets Department

Annex D

SAMPLE BID PROPOSAL

Date _____

ARCH. CYRUS CAESAR D. LOZANO
Department Manager III, ROPA and Acquired Assets Department
5th Floor, SSS Main Office Building
East Avenue, Diliman, Quezon City

SIR:

I/We refer to the invitation of the Social Security System for Challenger Lessees to apply for eligibility and submit superior comparable proposal for the two-year lease of SSS owned commercial/industrial lot located at the **Manila Harbour Center,** Radial Road 10, Vitas, Tondo, Manila.

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

Bid Item and Area : Lot __ Block __, _____ sq.m.

Bid Proposal/Price :

_____ , _____ , _____
(In Php per square meter, *total amount in words and 12% VAT **exclusive**)* *total amount in figures,*

_____ , _____
(Total Amount in figures and *total amount in words, 12% VAT **inclusive** payable thru Cash or Manager's Check)*

(If bidding for more than one Bid Item, please accomplish separate Bid Proposal form with Proposal Security for each of the Bid Items in 3 sets, one (1) set of the original copy of which must be contained in a sealed envelope and two (2) other sets of Certified True Copies (CTC) thereof, with each set placed in a separate sealed envelope. The three (3) sets of Bid proposals for all desired Bid Items will be contained in one big envelop properly sealed and marked).

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

Submitted by:

(signature)

_____
Name of Authorized Representative

_____
Position

Annex E

CHECKLIST OF DOCUMENTS

Eligibility Documents to be contained in the First Envelope
1. Duly notarized Eligibility Statement (**Annex F)**
2. Duly notarized Sworn affidavit of the PL or its duly authorized representative stating that he/she or any officer of its corporation/ partnership/ institution/JV or consortium members, is not related within the third civil degree of consanguinity or affinity to any members of the SSC, the PCEO, any of the AA, or any of the employees of the AMD and the ROPAAAD (Sample - **Annex G**).
3. Application to Lease Investment Property (ALIP) (**Annex I**);
4. Photocopy of two (2) valid Government-issued IDs with three (3) signatures.
5. Original copy of a certificate from at least one (1) savings/commercial/universal bank, legally operating in the Philippines, stating the type of account (preferably current account) and that the PL is known to them, banking with them and is in good financial and credit standing, and must have a cash balance in the amount of equivalent to at least two (2) months advance rent and two (2) months security deposit, inclusive of VAT, of the PL's desired lot/s;
6. Proof of Checking Account under the PL's name for issuance of post-dated checks;
7. Copy of Certificate of Notarial Commission who notarized the document/s
8. Copy 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;
9. Copy of Articles of Incorporation/Partnership and By-Laws of the Prospective Lessee (PL) as amended by the latest amendments, or revisions if any (for Corporation only);
10. Copy of BIR 2303 (Certification of Registration)
11. Copy of Mayor's or Business permit issued by the city or municipality where the principal place of business of the PL is located;
12. Original copy of a Board Resolution duly certified by the PL's Corporate Secretary, if applicable, expressly authorizing the corporation's participation in the bidding process, nominating, appointing and authorizing a representative to communicate, represent, sign and execute contracts and other documents relative thereto (for corporation only);
13. Copy of the Audited Financial Statements stamped "Received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions for the latest available calendar or fiscal year;
14. Copy of Income tax return corresponding to the submitted Audited Financial Statements and Business tax returns (e.g. Value Added Tax returns and/or percentage tax returns) for the last six (6) months;
15. Copy of updated tax clearance issued by the BIR. If not yet available, PL should submit proof of filing with a notarized Affidavit of Undertaking with commitment on the date of submission of tax clearance;
16. Copy of Notarial Commission from the lawyer/s who notarized the document/s;
17. Copy of Marriage Contract for Sole Proprietor, if applicable

18. If a JV or consortium, the PL (including all its JV/consortium members) shall submit to SSS a copy of the duly notarized JV Agreement/Memorandum of Agreement/Understanding which: (i) briefly describes the JV/consortium, the individual members of the JV/consortium and the extent of the participation of each member; (ii) identifies the lead member of the JV/consortium who is authorized by all the members to represent and sign any and all documents related to this process, receive notices/instructions and to make payments for and on behalf of the JV/consortium; and (iii) provides that the members shall be jointly and severally liable for the obligations of the PL under the award/COL;
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. Photocopy of two (2) valid Government-issued IDs with three (3) signatures.
3. Board Resolution authorizing the lease transaction as well as the authorized signatory to enter/sign/execute the Contract of Lease (COL);
4. Copy of the applicable law creating the government entity; and
5. Proof of Fund Availability.

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

Annex F

REPUBLIC OF THE PHILIPPINES
CITY OF_____) S.S.

ELIGIBILITY STATEMENT

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

1. The (name of Company/Challenger Lessee) with office address at (address of Challenger Lessee) is interested to participate in the Modified Competitive Challenge proceedings for the Two (2)-year lease of the SSS owned commercial/industrial _____ located at the Manila Harbour Center, Radial Road 10, Vitas, Tondo, Manila.

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

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

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

5. The (Challenger Lessee) accepts the Terms of Reference (TOR), qualification criteria and the terms and conditions set by SSS;

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

7. The (Challenger Lessee) commits to abide by the decision of the SSS, waives any right to seek and obtain a writ of injunction or prohibition or restraining order against the Social Security Commission (SSC), the Social Security System (SSS), the Lease Selection Committee (LSC), the Technical Working Group (TWG), SSS officers and staff, to prevent or restrain the qualification proceedings related thereto, the award of the contract to a successful Prospective Lessee, and the carrying out of the awarded lease contract;

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

9. 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 Lease Proposal and should such review uncover any misrepresentations made in the Eligibility Documents or the Bid Proposal, or any change in the situation of the CL (including all the members of the JV or consortium), which affects the substance of its Lease Proposal, SSS may disqualify the CL from the bidding procedures and forfeit the Proposal Security, 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, on matters concerning this undertaking from the date of submission of the Lease Proposal up to the conclusion of the bidding process.

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

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 G

REPUBLIC OF THE PHILIPPINES
CITY OF_____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 2026 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

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 bid 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]

Annex I

Republic of the Philippines

SOCIAL SECURITY SYSTEM

APPLICATION TO LEASE INVESTMENT PROPERTY (ALIP)
COMPANY/BUSINESS

☐ 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

A. PROPERTY INFORMATION

LEASE OF ☐ RESIDENTIAL UNIT ☐ OFFICE ☐ PARKING SLOT ☐ COMMERCIAL SPACE/UNIT ☐ LOT : _____ SQ.M.

PROPERTY (RM/FLR/UNIT NO. & BLDG. NAME/LOT NO.) (BARANGAY/DISTRICT/LOCALITY) (CITY/MUNICIPALITY) (PROVINCE)

B. INTENT TO LEASE

_____ (Applicant), as herein represented by the undersigned, intends to lease the above property to be used as a _____ starting _____, 20_____ for a term of _____ (months/year).

Preferred Mode of Payment:
☐ Issuance of Postdated Checks (Account should be under applicant's name)
☐ Advance payment (Minimum of 6 months)

_____
SIGNATURE OVER PRINTED NAME OF OWNER/
AUTHORIZED REPRESENTATIVE & POSITION

C. COMPANY/BUSINESS INFORMATION

EMPLOYER/SS NUMBER	BUSINESS NAME	
TAX IDENTIFICATION NUMBER	NATURE OF BUSINESS	VAT EXEMPT? Yes/No _____ ☐ PEZA ☐ Others, specify_____
MAIN OFFICE ADDRESS (RM/FLR/UNIT NO. & BLDG. NAME/LOT NO.) (STREET NAME) (SUBDIVISION) (BARANGAY/DISTRICT/LOCALITY)		
(CITY/MUNICIPALITY) (PROVINCE) (COUNTRY) (ZIP CODE)		LENGTH OF STAY:_____ ☐ Own ☐ Rent
FOREIGN ADDRESS (RM/FLT/UNIT NO. & BLDG. NAME) (STREET NAME) (SUBDIVISION) (BARANGAY/DISTRICT/LOCALITY)		
(CITY/MUNICIPALITY) (PROVINCE) (COUNTRY) (ZIP CODE)		LENGTH OF STAY:_____ ☐ Own ☐ Rent

APPLICANT WAS REFERRED BY BROKER? ☐ Yes ☐ No

D. OWNER'S/AUTHORIZED REPRESENTATIVE'S INFORMATION (APPLICANT)

SSS NUMBER	NAME (LAST NAME) (GIVEN NAME) (MIDDLE NAME)			
TAX IDENTIFICATION NUMBER	E-MAIL ADDRESS	OFFICE TEL. NUMBER	CELL PHONE NUMBER	OFFICE FAX NUMBER
HOME ADDRESS (RM/FLT/UNIT NO. & BLDG. NAME/LOT NO.) (STREET NAME) (SUBDIVISION) (BARANGAY/DISTRICT/LOCALITY)				
(CITY/MUNICIPALITY) (PROVINCE) (COUNTRY)	LENGTH OF STAY:_____ ☐ Own ☐ Rent ☐ Company Provided ☐ Living with Relatives			
POSITION	DEPARTMENT	LENGTH OF SERVICE		

E. CERTIFICATION, DATA PRIVACY CONSENT AND AUTHORIZATION

1 I/We certify that all information furnished herein are true and correct to the best of my/our knowledge

2 I/We hereby consent to :
- the collection, data capture, storage,retention and sharing of my personal data to carry out the purpose of this application;
- disposal of the application in the manner consistent with the Data Privacy Act.

3 I/We trust that all these data shall be kept confidential by SSS.

OWNER/ REPRESENTATIVE	OCCUPANT (For Residential Units Only)
1 X 1	1 X 1

_____ _____ _____
PRINTED NAME OF OWNER/ AUTHORIZED REPRESENTATIVE | SIGNATURE | DATE

_____ _____ _____
PRINTED NAME OF OCCUPANT (FOR RESIDENTIAL UNITS ONLY) | SIGNATURE | DATE

PART II - TO BE FILLED OUT BY SSS

RECEIVED AND SCREENED BY

_____ _____ _____ _____
SIGNATURE OVER PRINTED NAME | DEPARTMENT | DESIGNATION | DATE & TIME

----------Perforate Here----------

SOCIAL SECURITY SYSTEM
APPLICATION TO LEASE SSS PROPERTY - COMPANY/BUSINESS
ACKNOWLEDGEMENT STUB

PROPERTY	NAME (LAST NAME) (GIVEN NAME) (MIDDLE NAME)	CONTROL NUMBER
RECEIVED AND SCREENED BY _____ SIGNATURE OVER PRINTED NAME _____ DESIGNATION	DATE RECEIVED	RECEIVING DEPARTMENT

Type ☐ INDIVIDUAL ☐ COMPANY	BROKER/COMPANY NAME		REPRESENTATIVE/EMPLOYEE NAME
EMPLOYER/SS NUMBER	LICENSE NO.	EXPIRATION DATE (MM/DD/YYYY)	E-MAIL ADDRESS
TAX IDENTIFICATION NUMBER	CELL PHONE NUMBER	TELEPHONE NUMBER	FAX NUMBER

HOME/COMPANY ADDRESS (RM/FLR/UNIT NO. & BLDG. NAME) (HOUSE/LOT & BLK. NO.) (STREET NAME) (SUBDIVISION)

(BARANGAY/DISTRICT/LOCALITY) (CITY/MUNICIPALITY) (PROVINCE) (COUNTRY)

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 prospective lessee/authorized representative
6) Submit this form to Investment Property Department (IPD) and the required documents listed below

DOCUMENTARY REQUIREMENTS GUIDE

IDENTIFICATION REQUIREMENTS (Present the original)

Any of the following:

- ☐ 1 SSS/GSIS ID/UMID
- ☐ 2 Passport
- ☐ 3 Driver's License
- ☐ 4 Government issued ID

DOCUMENTARY REQUIREMENTS (Present the original)

- ☐ 1 Certificate of Employment and Compensation or Certification Under Oath of Source of Income
- ☐ 2 Latest Income Tax Return (ITR)
- ☐ 3 Sketch plan, specification,scope of work and cost estimate of proposed improvement, if any
- ☐ 4 Bank Statement or Proof of Checking Account under Applicant Name (for the issuance of PDC)

KEY POLICIES

- Lease of SSS properties is on "as-is-where-is" basis.
- Effectivity/ Move-In Date shall be the first day of the month following the month of receipt of the Notice of Approval issued by IPD.
- Payment of Security Deposit, Advance Rent and issuance of PDC shall be made before move-in date.
- Contract of Lease shall be signed by the Lessee/Lessee's authorized signatory/ies at the SSS Main Office.
- Incomplete documentary requirements will not be accepted.

I/We understand that this application is subject to evaluation and approval by the approving authorities and confirmation by the Social Security Commission (SSC).

PRINTED NAME OF APPLICANT	SIGNATURE	DATE
PRINTED NAME OF SPOUSE	SIGNATURE	DATE

Annex J

LOT TITLE

(Copy will be provided when requested)