



BOY SCOUTS OF THE PHILIPPINES

National Office

Manila

BIDDING DOCUMENTS

FOR THE LEASE OF

BP HOSTEL MAIN BUILDING

IN BAGUIO CITY

August 2023

FOREWORD

This Terms of Reference (TOR) describes the procedures that will be followed in connection with the leasing of BP Hostel Main Building, situated in 26 Gov. Pack Road, Baguio City. Prospective Investors and Lessees are invited to submit their financial proposal to the BSP National Office through its Bids and Awards Committee.

Contents of the Terms of Reference (TOR):

The TOR consists of Sections I to III which include all the Sections indicated below and shall be available upon payment to the Cashier of the BSP National Office located in 181 Natividad Almeda Lopez St. Ermita, Manila, of a non-refundable amount of Php 5,000.00.

- Section I. Background and Rationale
- Section II. Instructions to Bidders
- Section III. General Terms and Conditions

SECTION I. BACKGROUND and RATIONALE

The **BOY SCOUTS OF THE PHILIPPINES (BSP)** herein referred to as "**Lessor**", has an investment property (IP) portfolio consisting of 14 commercial spaces and 2 commercial buildings, and 1 passenger lounge/terminal located in Baguio City which is envisioned to generate a sustainable revenue for use of the organization in pursuit of its mission of youth development, specifically to fund programs, projects, and activities (PPAs).

Recently, BSP conducted a public bidding for the lease of said various commercial spaces and buildings which are expected to generate a sustainable revenue for use of the organization in pursuit of its mission of youth development by subjecting the property through a competitive public bidding. **16 out of 17** spaces and establishments were successfully bid out. Hence, this second public bidding, following the resolution of the Special Bids and Awards Committee (SBAC) declaring the failure of bidding for Lot No. 16 which is the "**BP Hostel Main Building**".

The winning bidder, herein referred to as the "**Lessee**", shall lease the property "as- it-is", bears the cost of the repairs and rehabilitations if necessary. **The prospective bidder must be in possession of legal, technical, and financial capability/qualifications.**

This Terms of Reference (TOR) is provided for guidance in the implementation of the lease and for the bidders' self-evaluation whether they are capable and willing to participate. The TOR is composed of 3 Sections totaling to 14 pages. Compliance with the TOR is mandatory for interested proponents.

The Lessor reserves the right to amend or supplement the TOR at any time prior to the deadline of submission of proposals, in order to generate proposals advantageous to the organization. Any amendment/supplement shall be communicated to all interested bidders by way of a Bid Bulletin(s).

SECTION II. INSTRUCTIONS TO BIDDERS

1. Subject, Scope and Minimum Bid Price.

The Lessor desires to receive proposals from interested entities for the lease of BO Hostel Main Building.

Items to Bid	Current Use	Area (sq.m.)		Rate per sq. m. (w/VAT)	Minimum Monthly Rent (w/ VAT)
BP Hostel Main	Hotel and Restaurant	Entire Bldg.	1,300	224	291,200.00

The winning bidder (lessee) shall lease the property "AS-IS", thus, the lessee shall undertake to do the "repairs and rehabilitation" on its own cost. The Lessor is given the option, upon termination of lease contract, either to appropriate the useful improvements, or to allow the

Lessee to remove the improvements. If the Lessor opts to appropriate said improvements, the Lessee shall a) have no right to detach or deface them and b) shall turn-over the property in good condition and free from defects at the end of the lease agreement.

The pertinent government standards such as but not limited to the National Building Code, the Fire Code and other relevant laws, rules, regulations and issuances of the agencies of the National Government and of the Local Government, both existing and in the future are mandatory for the lessees' compliance. Compliance with the prescribed Building Standards, maintenance of its current registration with the pertinent property standards council, and preservation of the property's prestige and value are mandatory.

The commercial spaces shall be leased out at the most advantageous price to the Government.

The usual industry practice on rental deposits and prepayments are likewise adopted and form part of contractual stipulations. The Lessor shall not discriminate based on nationality, race, or ethnic background of the potential tenant.

2. Contents of the Bidder's Proposal.

Each bidder shall submit a complete proposal. A complete proposal shall contain the Eligibility and Financial Proposal in two (2) separate envelopes marked as Envelope A and Envelope B respectively. The two (2) envelopes shall be placed inside a single mother envelope addressed to the Bids and Awards Committee, Boy Scouts of the Philippines, 181 Natividad Almeda Lopez St, Ermita, Manila. In particular, the specific envelope must contain the following:

2.1. Envelope A: Eligibility Documents.

To be eligible, the proponent must submit all the requirements prescribed in this TOR. These are:

- 2.1.1. Duly notarized Eligibility Statement (See Annex A) including the attachments indicated therein;
- 2.1.2. Bidder's Profile with the supporting documentary requirements (Annex B);
- 2.1.3. Summary of Previous and Current Contracts of lease that the Bidder entered into, supported by copies of contracts/proofs. (Annex C);
- 2.1.4. Certification from bank/s reflecting the cash balance or available credit facilities of the Bidder dated within 5 banking days prior to submission of bid;
- 2.1.5. Certificate of Incorporation from the Philippine SEC and the General Information Sheet (GIS) for the latest applicable calendar or fiscal year; or Registration Certificate with the Department of Trade and Industry;
- 2.1.6. Articles of Incorporation and By-Laws; *(If applicable)*
- 2.1.7. A Board Resolution or Secretary's Certificate of the Bidder (or all members, in case of a Consortium), expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose, or an undertaking by the sole proprietor-bidder if the signatory of the bid proposal is not the proprietor himself/herself; *(If applicable)*
- 2.1.8. Business Permit;
- 2.1.9. BIR Registration Certificate and Tax Clearance or duly accomplished Tax Compliance Verification Sheet subject to subsequent submission of the Tax Clearance upon its release from BIR;
- 2.1.10. Audited Financial Statements for the last 2 fiscal years or from the date of its operation;
- 2.1.11. Income Tax Returns for the last 2 years or from the date of its operation;
- 2.1.12. Latest interim Financial Statements (unaudited) or from the date of its operation;

2.1.13. Biodata or curriculum vitae of all key officers / incorporators.

2.2. Envelope B: Financial Proposal

2.2.1. Bid Form wherein the amount is expressed in Philippine Peso value per month for the specific space. (Annex D);

2.2.2. Bidder's Property Utilization Plan concept or methodology (concise and no prescribed format);

2.2.3. Work and Financial Plan for Year 1, containing the Cost of all the Major components of its improvements and investments needed to prepare the property for business use (Annex E);

2.2.4. TOR signed by the bidder on each and every page.

****The bidder is provided herein a checklist of documents which it can adopt as its Table of contents.*

CHECKLIST OF DOCUMENTS

Reference in the TOR	Document	Remarks
Eligibility Documents		
2.1.1	Duly notarized Eligibility Statement	Annex A
2.1.2	Bidder's Profile, complete with the supporting documentary requirements	Annex B
2.1.3	Summary of Previous and Current Contracts of lease that the Bidder entered into, supported by copies of contracts/proofs	Annex C
2.1.4	Certification from bank/s reflecting the cash balance or available credit facilities of the Bidder, or if a Consortium, of any member, within 5 banking days prior to submission of bid.	
2.1.5	Certificate of Incorporation from the Philippine SEC and the General Information Sheet (GIS) for the latest applicable calendar or fiscal year; or Registration Certificate with the Department of Trade and Industry	
2.1.6	Articles of Incorporation and By-Laws; <i>(If applicable)</i>	
2.1.7	A Board Resolution or Secretary's Certificate of the Bidder (or all members, in case of a Consortium), expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose, or an undertaking by the sole proprietor-bidder if the signatory of the bid proposal is not the proprietor himself/herself; <i>(If applicable)</i>	
2.1.8	Business Permit	
2.1.9	BIR Registration Certificate and Tax Clearance or duly accomplished Tax Compliance Verification Sheet subject to subsequent submission of the Tax Clearance upon its release from BIR;	
2.1.10	Audited Financial Statements for the last 2 fiscal years or from the date of its operation	
2.1.11	Income Tax Returns for the last 2 years or from the date of its operation	
2.1.12	Latest interim Financial Statements(unaudited) or from the date of its operations	
2.1.13	Biodata or curriculum vitae of all key officers / incorporators.	
Financial Proposal		
2.2.1	Bid Form wherein the amount is expressed in Philippine Peso value per month for the specific space.	Annex D
2.2.2	Bidder's Property Utilization Plan concept or methodology(concise and no prescribed format)	

2.2.3	Work and Financial Plan for Year 1, containing the Cost of all the Major components of its improvements and investments needed to prepare the property for business use.	Annex E
2.2.4	Copy of TOR with Bidder's signature on each page	

3. Process to be Confidential - The Members of the SBAC, as well as its Secretariat are prohibited from making or accepting any kind of communication with any bidder and third party regarding the evaluation of their proposal until the issuance of the Contract Agreement to the winning bidder.

4. Bid Submission

- a. The Bidder shall submit their Bids personally or through their authorized representative using the appropriate Bid Forms on the deadline for the Submission and Opening of Bids addressed to the SBAC;
- b. The Bidder shall bear all costs associated with the preparation and submission of its Bid and BSP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Sealing and Marking of Bids

The bid proposal containing two envelopes marked as "Envelope A Eligibility Documents" and "Envelope B Financial Proposal" shall be placed inside a single expanding envelope addressed to the:

***The Chairman, Special Bids and Awards Committee,
Boy Scouts of the Philippines,
181 Natividad Almeda Lopez St, Ermita, Manila.***

The inside envelopes shall likewise be addressed as such and must all bear the warning "DO NOT OPEN BEFORE _____ AT _____". All the envelopes must be properly marked and sealed to forestall loss, misplacement premature opening."

6. Deadline for Submission of Bids

Proposals must be delivered in a sealed envelope to the SBAC at the Ground Floor, BSP Building, 181 Natividad Almeda Lopez St., Ermita, Manila on _____, not later than _____.

7. Preliminary Evaluation of Bids.

7.1. On the date and time specified in the timetable of activities/invitation, the sealed envelope containing the envelopes A and B shall be opened by the SBAC in front of bidders who opt to attend and observers.

7.2. The SBAC shall open the first bid envelopes in public to determine each bidder's compliance with the documents required to be submitted for eligibility and for the technical requirements. For this purpose, the SBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion, as stated in the Instructions to Bidders. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed." Otherwise, the SBAC shall rate the said first bid envelope as "passed." When the first envelope is rated "failed", the SBAC may no longer open the second envelope.

7.3. Immediately after determining compliance with the requirements in the first envelope, the SBAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope shall then be evaluated for compliance to the documentary requirements. In case any of the requirements in the second envelope of a bid is missing, incomplete or patently insufficient, the SBAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components of eligibility and financial aspects shall be rated "passed" and shall immediately be considered for evaluation and comparison.

7.4. Bids that passed both of the above processes shall be ranked based on the proposed monthly rental amount. The highest rank shall be the bidder who offers the highest monthly rental amount.

8. Post-qualification of Bids.

The SBAC shall conduct post-qualification procedures to the bids that "passed" based on their rank. The post-qualification process shall include verification, validation and detailed examination of the proposal in its entirety to determine the most advantageous to the Lessor.

If the bidder with the Highest Rated Bid passes all the criteria for post-qualification, his Bid shall be considered the "Highest Rated Responsive Bid." However, if a bidder fails to meet any of the requirements or conditions placed under post-qualification, he/she shall be "post-disqualified" and the SBAC shall conduct the post-qualification on the bidder with the second Highest Rated Bid. If the bidder with the second Highest Rated Bid is post-disqualified, the same procedure shall be repeated until the Highest Rated Responsive Bid is finally determined. In all cases, the contract shall be awarded only to the bidder with the Highest Rated Responsive Bid."

In case of a tie or in the event that two or more have been post-qualified as Highest Rated Responsive Bidders, the SBAC shall determine a non-discretionary/ non-discriminatory measures based on sheer luck or chance to break the same. The SBAC may use "draw lots" or similar methods of chance. It may opt to bring the concerned bidders to agree on a better selection criteria which should also be non-discretionary/ non-discriminatory and should be similarly based on sheer luck or chance.

9. Notice of Award

Prior to the expiration of the period of Bid validity, BSP shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award (NOA) received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within five (5) days from receipt by the successful Bidder and to be submitted personally or sent by registered mail or electronically to BSP.

Upon the issuance of the NOA to the successful Bidder, BSP shall promptly notify each unsuccessful Bidder of the fact of award to the successful Bidder.

10. Signing of the Contract Agreement

10.1. The winning bidder shall post the required Performance Security and enter into contract with BSP within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.

10.2. BSP shall enter into contract with the winning bidder within the same ten (10) day period provided that all the documentary requirements are complied with.

10.3. The following documents shall form part of the contract:

- a. Contract Agreement;
- b. Bidding documents;
- c. Winning bidder's bid including the eligibility and financial proposals and all other documents/statements submitted; and
- d. Notice of Award and Contract.
- e. Performance Security Deposit covered with BSP Official Receipt
- f. Other contract documents that may be required by existing laws and/or by the BSP.

11. Duration of Lease Agreement. The period/duration of the Lease Contract is **TWO (2) YEARS**. The effectivity (Commencement) date and termination date will be as stipulated in the Contract of Lease.

12. Conflict of Interest

All bidders found to have conflicting interest shall be disqualified to participate in the bidding at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A bidder may be considered to have conflicting interests with another bidder in any of the following events:

- a. A bidder has a relationship to the Head of SBAC, its members, secretariat, heads and directors of the BSP, by consanguinity or affinity up to the third civil degree;
- b. A bidder receives or has received any direct or indirect subsidy from any other bidder;
- c. A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the SBAC regarding this bidding process; and
- d. A bidder submits more than one bid in this bidding process.

13. Reservation Clause

Notwithstanding the eligibility and the submission of the documents of a bidder and relative to the herein Conflict of Interest, the SBAC-BSP reserves the right to review its qualifications at any stage of the bidding process if it has reasonable grounds to believe that a misinterpretation has been made by the said bidder, or that there has been a change in the bidder's capacity to undertake the proposal from the time it submitted its eligibility requirements and documents. This, if proven after due deliberation, may prevent the bidder from obtaining the award or the contract.

The SBAC likewise reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a. If there is a prima facie evidence of misrepresentation and/or collusion between appropriate BSP employee or employees of the SBAC, or between the SBAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- b. If SBAC is found to have failed in following the prescribed bidding procedures; or
- c. For any justifiable and reasonable ground where the award of the contract will not rebound to the benefit of the BSP, as follows:
 - a. The circumstances have significantly render the proposal no longer economically, financially or technically feasible as determined as the head of the SBAC; and
 - b. The award of the contract is so difficult as to be manifestly beyond the contemplation of the SBAC.

14. Failure to Bid

In addition, the SBAC may likewise declare a failure of bidding when:

- a. No bids are received;**
- b. All prospective bidders are declared ineligible;**
- c. All bids fail to comply with all the bid requirements or no bidder passes post-qualification;**
- d. The bidder with the most advantageous proposal refuses, without justifiable cause to accept the award of contract; and**
- e. No award is made such that he/she fails, refuses or is unable to submit the required documents or post the required Performance Security within the period stipulated except where such failure, refusal or inability is through no fault of the said bidder.**

In the event failure of offer has been declared twice consecutively, the SBAC may proceed to negotiate the lease with any one of the previous proponents OR ANY ONE WHOSE LINE OF BUSINESS IS ALIGNED WITH THE REGULAR USE OF SPACE TO OBTAIN THE offer most advantageous to BSP.

15. Clarification of Bids

To assist in the evaluation, comparison, and qualification of the bids, the SBAC may ask in writing any bidder for a clarification of its bid. All responses to request for clarification shall be in writing. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the SBAC shall not be considered.

SECTION III.
GENERAL TERMS AND CONDITIONS

- 1. TERM OF THE LEASE** – The Contract of Lease covers the period of two (2) years from the date of the turn-over of the leased premises to the LESSEE by the LESSOR, unless earlier terminated for violation of the terms and conditions of this Contract by the LESSOR and by giving written notice thereof to the LESSEE at least thirty (30) days prior to the intended date of termination, or unless terminated for other causes recognized by this Contract or by law. Upon the termination and/or expiration of the lease, the LESSEE agrees to promptly vacate and surrender the LEASED PREMISES in the same good condition to the LESSOR.
- 2. RENTAL PAYMENTS** – The monthly rental of the LEASED PREMISES is inclusive of Value-Added Tax (VAT), shall be payable within the first five (5) days of each month. Payment shall be made through 24 postdated checks issued by the LESSEE to the LESSOR upon signing of this Contract.
- 3. SECURITY DEPOSIT AND ADVANCE RENTAL** – Upon signing of the Contract, the LESSEE shall pay the LESSOR the amount representing one (1) month rental as security deposit and one (1) month advance rental for the faithful compliance by the LESSEE of the mutual covenants thereof. Said Security deposit shall answer for any unpaid utility bill/s and/or any damage/s caused by the LESSEE to the LEASED PREMISES, natural wear and tear and unpaid rental/s, if any, expected/excluded. The security deposit shall be returned by the LESSOR to the LESSEE within sixty (60) days from the date of termination of this Contract, less unpaid utility bill/s and other payable/s, if any. The security deposit shall not accrue/earn interest. If, for any reason whatsoever, the LESSEE fails to complete the term of this Contract, the security deposit shall be forfeited in favor of the LESSOR. The security deposit shall not be used to offset rental/s or any other payable due to the LESSOR. The advance rental shall be applied for the rental due on the month provided that a written notice to terminate the Contract is served upon the LESSEE.
- 4. USE OF THE PREMISES** – The LEASED PREMISES shall be used by the LESSEE exclusively for the operation approved by the LESSOR and should not be converted to any other use without the prior written consent thereof. Any violation of this condition shall be a ground for the unilateral cancellation of this Contract without prejudice to other remedies available to the LESSOR.
- 5. RENTAL ADJUSTMENT** – LESSOR reserves the right during the life of this lease to revise the rentals agreed upon in the event of any increase in land and real property taxes, national and municipal, levied or to be levied against the LEASED PREMISES.
- 6. RENEWAL** – Any renewal or extension of this Contract must be expressly agreed upon by the LESSOR and the LESSEE in writing, and under no circumstances can such renewal or extension be considered as having been made impliedly. For this purpose, the LESSEE shall notify the LESSOR at the latter's office and in writing of its intent to renew or to extend the Contract at least sixty (60) days prior to the expiration of the lease period or any renewal or extension thereof.
- 7. HOLD-OVER** – If, for any reason whatsoever, the LESSEE fails to immediately return the peaceful possession of the LEASED PREMISES upon the termination and/or expiration of the term of this Contract, the LESSEE shall be liable for and shall pay the LESSOR, by way of liquidated damages, an amount equivalent to two (2) times the monthly rental stipulated herein, for every month of delay, provided, however, that such payment/s will not be construed as an implied renewal or extension of this Contract.
- 8. TENANT INSTALLATIONS** – The LESSEE may install necessary installations required by its business, provided that the strength and general structure of the building or the LEASED PREMISES are not thereby impaired or otherwise adversely affected, and provided further that the other conditions of this Contract are not hereby violated.

The installations of the additional plumbing, electric, telephone, teletype, and/or gas connections in the LEASED PREMISES shall be for the account and expenses of the LESSEE after obtaining the prior written consent and approval of the plans and specifications by the LESSOR. Such installations should be made in such a way as to cause no injury or damage to the LEASED PREMISES, provided, however, that in the installations of additional electric appliances, such as water heater, office refrigerators, fans, etc., wherein extra outlets will be needed, the LESSEE shall first furnish the LESSOR with a plan of such additional outlets for its approval and the LESSEE shall employ only the services of a licensed electrician of the LESSOR so that additional load of current shall be within the capacity of the main switch of the panel on the corresponding floor, thereby minimizing fire hazards and shall further comply with the requirements of the Fire Department and/or the government electrician, shall any installation of the foregoing be made without the prior consent and approval of the LESSOR.

- 9. CONDUCT OF BUSINESS** – The LESSEE agrees to operate one hundred percent (100%) during the term of the Contract fixed by the LESSOR, unless prohibited by law or ordinance, or unless by custom or religion, business establishments are traditionally closed, or unless prevented from doing so by cause/s beyond the LESSEE's control or by *force majeure*.

The LESSEE further agrees that it shall employ its best efforts and abilities as may be reasonably necessary to maintain a high business reputation of the LEASED PREMISES.

The LESSEE shall keep the display windows and signs, if any, in the Premises well-lighted during such reasonable evening hours as shall from time to time be required by LESSOR, unless prevented by causes beyond the control of LESSEE.

- 10. ALTERATION, ADDITION, AND IMPROVEMENT, ETC.** – Before the execution of this Contract, the LESSEE shall submit the floor plan of the proposed installations, improvements, aircon facilities, lighting fixtures, emergency generators, floor covering, and other installations required by the nature and purpose of its business. Only after the receipt of the LESSOR's written approval of said floor plan may the LESSEE install and maintain the installations and improvements at its own expense, provided that the strength and general structure of the building or the LEASED PREMISES are not thereby impaired or otherwise adversely affected, and provided further that the other conditions of this Contract are not thereby violated.

The LESSEE must make a declaration of its minimum electrical load and enumerate in the checklist provided by the LESSOR the electrical fixtures, aircon equipment, appliances, equipment, facilities, etc. which the LESSEE intends to use in the LEASED PREMISES.

The LESSEE shall at all times cooperate with the LESSOR or its agents/representatives in the regular inspection of the LESSEE's electrical load. Any violation of this provision shall make the LESSEE liable to LESSOR for any damage which may result directly or indirectly therefrom.

Any changes, additions, or alterations on the said floor plan may be made only upon the written consent of the LESSOR. It is further agreed that all such installations and improvements, except the movable furniture and fixtures installed at the expense of the LESSEE and removable without defacing or damaging the LEASED PREMISES, shall remain upon and be surrendered with the LEASED PREMISES as part thereof at the termination of the lease without compensation to the LESSEE. The LESSOR reserves the right to refuse any alterations, additions, or improvements requested by the LESSEE if in the LESSOR's opinion, there is just cause to warrant such refusal.

- 11. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS** – The LESSEE shall secure on its own account all permits and licenses as may be required by the national and/or local authorities in connection with its business and the use of the LEASED PREMISES. Copies of said permits and licenses and any renewal thereof shall be furnished by the LESSOR not later than fifteen (15) days from the start of the LESSEE's business and every renewal date thereof as required by law. The LESSEE shall comply with any and all supplementary rules and regulations set by the LESSOR and those which may hereafter be promulgated from time to time by the LESSOR, and with all the laws, ordinances, rules, and regulation, promulgated by the duly constituted authorities of the national and/or local government regarding the use, occupancy, security, and sanitation of the LEASED PREMISES. All works of temporary character which may be ordained by the national and/or local authorities to be placed or done on the LEASED PREMISES shall be for the account and expense of LESSEE.

The LESSEE shall guarantee faithful compliance with all government laws and regulations, particularly the payment of taxes, including but not limited to the withholding tax on rental, the corresponding documentary stamp tax and the value added tax.

The LESSEE undertakes to regularly submit to the LESSOR the Bureau of Internal Revenue (BIR) Certification of Withholding Tax Payment pertinent to rentals paid to the LESSOR for the quarter (duly certified by the LESSEE's Accountant) within twenty (20) days after the end of each quarter from date of payment of said taxes. Failure to submit said Certification and the proof of payment of said tax shall be construed a material breach of this Contract and a ground for its termination.

- 12. SIGNS, ADVERTISEMENT, ETC.** – In keeping with the standard of the LEASED PREMISES and for purpose of uniformity and attractiveness, the LESSEE shall put up and maintain at its own expenses the required business sign/s, the size, color, and design of which shall be reduced in writing and submitted to the LESSOR for approval. The same shall be installed by LESSEE at the designated place/s, as may be determined by the LESSOR, upon the commencement date of the LESSEE's business. Failure of the LESSEE to install the required sign/s within the period specified shall give the LESSOR the right to install the proper sign/s, expenses chargeable to the LESSEE.

The LESSEE shall not affix, hang, ascribe, or paint any notice, sign, streamer, or other advertising medium within or outside the LEASED PREMISES, unless with the written permission from the LESSOR on the size and style as the latter may determine. The LESSOR shall authorize to remove and/or destroy summarily any such unauthorized sign/s within or outside the LEASED PREMISES in violation of this provision without incurring any criminal liability or any liability for reimbursement of costs. The LESSEE shall abide by the policies, rules, and regulations regarding sales promotion as may be promulgated by the LESSOR.

The LESSEE shall use as its advertised business address the name and address of the LEASED PREMISES. The LESSEE's trade name set out in this Contract shall not be changed without the LESSOR's prior written consent. The LESSEE agrees that the LESSOR's name shall not be used in any confusing, detrimental, or mishandling manner, and upon termination of this Contract, the LESSEE shall cease to use the LESSOR's name and address in any manner whatsoever.

13. FACILITIES AND UTILITIES – The LESSEE shall pay and defray at its exclusive expense the consumption of water, electric light, telephone, or other utility services in the LEASED PREMISES. All repairs in the utility services system therein may be made by the LESSOR, but for the exclusive account of the LESSEE. The LESSOR may shut off all utilities in the LEASED PREMISES obtained by or through the LESSOR at any time after the LESSEE has failed to pay any sums due to the LESSOR by reason of this Contract and after the LESSOR has given the LESSEE proper notice to cure such default or vacate the LEASED PREMISES and the LESSEE has failed to do so.

14. PARKING AND OTHER JOINT USE AREAS – The LESSOR hereby grants the LESSEE, its employees, and customers, a non-exclusive privilege to use the parking areas and other portions of the premises dedicated to common use. Such use is not an integral part of this Contract and shall be subject to the restrictions and regulations and such other conditions as may be promulgated from time to time by the LESSOR.

If funds are needed for major improvements in existing public areas and/or the construction of new installations for parking purposes such as covered parking stalls, the LESSOR may collect parking fees from the general public, either by meter or some other reasonable basis. The LESSOR reserves the right at any time to relocate driveways, entrances, and exits common to the premises, change the boundaries or location of the various automobile parking areas and the patterns therein, and provide additional or elevated parking spaces. The LESSOR shall have the sole and exclusive jurisdiction and the right to police, control traffic, regulate, and promulgate reasonable rules and regulations governing the use of the parking areas, private roads, sidewalks, common driveways, entrances, exits, and other common use areas not included within the boundaries of the premises.

The LESSEE shall not at any time park its truck, wagon, panel, cars, or other delivery vehicles in the parking areas, pedestrian alleys, and access to the entrances of the LEASED PREMISES, except on the designated schedule of time for delivery and pick-up of goods or merchandise.

15. PROHIBITIONS OF INFLAMMABLE GOODS AND MACHINERIES – In addition to the restrictions imposed by the provisions of the LEASED PREMISES, the LESSEE is subject to the following prohibitions and restrictions:

- a. The LESSEE agrees that it will not do or permit to be done in or about the LEASED PREMISES any act which will be illegal or unlawful, or which will be dangerous to life, limb or property;
- b. The LESSEE shall not permit, allow, or cause any public or private auction sales, or adopt or use any sales promotion devices or practices which shall tend to mislead or deceive the public or which directly or indirectly impair the reputation or dignity of said business and consequently, the prestige and good business reputation of the LEASED PREMISES; and
- c. The LESSEE shall not bring or store in the LEASED PREMISES anything highly inflammable or explosive in nature, or any apparatus, machinery, and equipment which may cause obnoxious odors, tremors, or noises, or which may expose the LEASED PREMISES to fire or increase the fire hazard of the building or insurance rate, or any other article which the LESSOR may reasonably prohibit. Should the LESSEE do so, the LESSEE shall be responsible for all damages which the said violation may cause to the LESSOR and/or its tenants, and in addition, the LESSOR shall have the right to cancel this Contract. If the LESSEE shall so use the LEASED PREMISES or deposit therein any fire hazard matter with the consent of the LESSOR that may result in an increase in the rate of insurance premium payable by the LESSOR, the increase shall be for the account of the LESSEE.

16. LIABILITY FOR SUITS, INJURY AND DAMAGE – The LESSEE shall indemnify and hold harmless the LESSOR, its officers, agents and employees against all actions, suits, damages and claims by

whomsoever they may be brought or made by reason of the violation, non-observance or non-performance of any rules and regulations, ordinances, or laws without prejudice to the right of the LESSOR to cancel this lease in accordance with the penal provisions hereinafter provided. The LESSEE hereby assumes full responsibility for any injury or damage which may be caused to the person or property of third persons while remaining either casually or on business in any part of the premises leased to the LESSEE and further binds itself to hold the LESSOR, its agents, officers and employees free and harmless from any such claim, injury or damage due to the gross negligence of the LESSEE, its agents, officers and employees.

The LESSOR shall not be liable or responsible for:

- a. The presence of bugs, vermins, ants, termites, or insects, if any, in the LEASED PREMISES;
- b. The failure of water supply and/or electric current;
- c. Any article delivered or left to any of its employees;
- d. Any injury, loss, or damage which the LESSEE, its agents, officers, or employees might sustain in the LEASED PREMISES due to any cause whatsoever;
- e. Any damage done or occasioned by or arising from plumbing, gas, water, and/or other pipes, or other bursting, leaking, or destruction of any cistern, tank, washstand, water closet, or water pipe in the LEASED PREMISES; or
- f. Any damage or injury arising from the acts or negligence of the LESSEE, its officers, agents, employees, arising from acts or negligence of the LESSEE, its officers, agents, employees, representatives, or any and all other persons.

In the event that any of the parties resorts to judicial intervention, the guilty party shall undertake to pay all expenses connected with the suit, the filing fees thereof, and the payment of attorney's fees of not less than TWENTY PERCENT (20%) of the amount that is claimed but in no case less than ONE HUNDRED THOUSAND PESOS (Php 100, 000.00).

17. PROHIBITION FROM SUBLEASING AND ENCUMBRANCE – The LESSEE shall not directly or indirectly assign, sublease, sell, transfer, convey, mortgage, or in any manner dispose of or encumber its right under this Contract in whole or in part or any interest therein. The LESSEE shall not enter directly or indirectly into any contract or agreement with any third person, association or corporation in joint venture, partnership or corporation, or business of any kind whatsoever whereby said third party will be allowed to occupy and transact business in the LEASED PREMISES under any capacity or guise whatsoever, and any such contract or agreement made in violation of this paragraph shall be void as regards the LESSOR and shall be a cause for termination of this Contract. The LESSEE hereby declares and acknowledges that it possesses no goodwill, patronage, or incentive rights over the LEASED PREMISES, that such rights exclusively belong to the LESSOR and are inherent in LEASED PREMISES, and that the LESSEE has no right to sell, transfer, assign, encumber, or mortgage such goodwill to another person.

18. INSURANCE – The LESSEE shall, as of Commencement Date, obtain an insurance coverage for its improvements, merchandise, and all other properties inside the LEASED PREMISES against fire, lightning, and/or other perils, and adequate public liability insurance policy with an insurance company approved by the LESSOR, and shall furnish the LESSOR copies of the policies and every renewal thereof. Failure to comply with this paragraph could be a ground for termination after five (5) days written notice given to and not acted upon by the LESSEE.

19. CARE OF THE PREMISES – The LESSEE shall, at the LESSEE's expense, maintain the LEASED PREMISES in a clean and sanitary condition, free from obnoxious odors, disturbing noises, or other nuisances, and upon the expiration of this Contract, the LESSEE shall surrender and return the LEASED PREMISES and fixture in such conditions as they were actually found, ordinary wear and tear expected. The LESSEE shall not drive nails, screws, hooks, or other abutments on the walls, frames, or other portions of the building or in any manner deface or damage any part of the LEASED PREMISES or the building. Any injury or damage caused or done by the LESSEE may be repaired by the LESSOR for the account of the LESSEE.

20. EXPROPRIATION – If at any time during the term of this contract, expropriation proceedings are instituted by any instrumentality of the Government or by any other entity with authority to exercise such power, each party may rescind this Contract should the LEASED PREMISES become no longer useful for the purpose of this Contract, upon giving the other party thirty (30) days prior written notice. In case of such expropriation, the LESSEE hereby unconditionally relieves and releases the LESSOR from any and all liability under this Contract in connection with or arising out of such expropriation proceedings, without prejudice to whatever recourse the LESSEE may have against the expropriation entity on account of damage done or caused to it or to its properties.

21. INSPECTION OF PREMISES – Any of the LESSOR’s duly authorized representatives shall have the right to enter the LEASED PREMISES at all times during office hours in order to examine it, to show it to prospective purchasers or lessees, or to make such decorations, repairs, alterations, improvements, or additions as the LESSOR may deem necessary or desirable. The LESSOR shall be allowed to take all materials into the LEASED PREMISES that may be required therefor. During the six (6)-month period prior to the termination of this Contract or any renewal thereof, the LESSOR may advertise that the LEASED PREMISES is available for lease. If during the last month of this Contract the LESSEE shall have removed all or substantially all of the LESSEE’s property therefrom, the LESSOR may immediately enter and alter, renovate, and redecorate the LEASED PREMISES without reduction of rent and without liability to the LESSEE for any compensation, and such act shall have no effect upon this Contract. If the LESSEE is not personally present to open and permit entry into the LEASED PREMISES at any time when for any reason entry therein shall be necessary or permissible, the LESSOR or its representative may enter the LEASED PREMISES without rendering the LESSOR or such representatives liable therefor, and without affecting in any manner the obligations and covenants of the LESSEE under this Contract. The LESSOR’s right to reentry shall not be deemed to impose upon the LESSOR any obligation, responsibility, or liability for the care and repair of the LEASED PREMISES other than as otherwise provided herein.

22. STRIKES AND LOCK-OUTS – In case there is a strike, lock-out or other labor dispute in the premises and there is a substantial interference with the operation of the LESSEE’s business by reason thereof requiring the LESSEE to temporarily close its business to the public or if as a result thereof the business of other lessees or tenants in the LEASED PREMISES are likewise affected, then the LESSOR shall have the option to terminate this Contract to protect its business and the business of other lessee or tenants and to forfeit the security deposit mentioned in section five (5) hereof.

23. ABANDONMENT OF LEASED PREMISES – If the LESSEE shall abandon or vacate the LEASED PREMISES, or if it remains unoccupied for a continuous period of fifteen (15) days at any time during the term of this Contract, without the LESSOR’s prior written consent, the LESSOR may lease out the LEASED PREMISES to other persons or entities. In any event, the LESSEE shall continue to be liable for the monthly fixed rent for the period of and during the LESSEE’s abandonment or the unexpired portion of the term of the Contract. The LESSOR shall also forfeit in its favor the deposit made by way of damages. Likewise, the LESSOR shall have the right to enter the LEASED PREMISES and remove the LESSEE’s properties as may be found therein and deposit them elsewhere at the expenses of the LESSEE. However, the LESSOR shall have the right to retain said properties as security for the payment of the LESSEE’s obligations under this Contract, which properties the LESSOR may, as attorney-in – fact of the LESSEE, dispose of at public auction. The proceeds shall be applied to such obligations, and the excess shall be turned over to the LESSEE or whoever is entitled thereto, or place on deposit, if necessary, without prejudice to the right of the LESSOR to collect the deficiency, if any, from the LESSEE.

24. NON-WAIVER – The failure on the LESSOR’s part to insist in one or more instances upon the strict performance of any of the covenants and conditions of this lease, or to exercise any right or option therein contained, shall not be construed as a waiver of covenants, conditions or options, but the same shall continue in full force and effect. The acceptance by the LESSOR of arrears in rent or extension of time of payment shall not be deemed a waiver by the LESSOR of any breach by the LESSEE of any other covenant or condition contained herein. Silence on the part of the LESSOR shall not be considered as condonation or waiver of any breach of default by the LESSEE of any covenant or condition herein provided. No waiver shall be deemed to have been made by the LESSOR unless reduced in writing.

25. CURRENCY INFLATION OR DEFLATION – In case an extraordinary inflation or deflation on currency stipulated should supervene during the term of this Contract, the value of the currency at the Commencement Date shall be the basis of payment as provided for in Article 1250 of the New Civil Code of the Philippines.

The LESSOR reserves the right to revise the rent and other rental agreed upon due to inflation or deflation, increased cost in electricity or maintenance of the building, increased taxes on real property due to reassessment of the building or the land on which it is erected or in the event of the levy of special assessment on the property.

26. PRE-TERMINATION OF LEASE – If the rental herein stipulated, or any part thereof, at any time, shall be in arrears or unpaid, or in case of default by the LESSEE in the payment of the rent for one (1) month, such as when the check/s has been dishonored, or if the LESSEE shall at any time fail or neglect to perform or comply with any of the covenants, conditions, agreements, or restrictions stipulated or if the LESSEE shall become bankrupt insolvent or shall compound with creditors, then and in any such above cases, the LESSOR at its option may terminate this contract and eject the LESSEE. The LESSEE shall be given a written notice of termination for at least 30 days prior to the

intended date of termination and the LEASED PREMISES shall be vacated peacefully by the LESSEE for the LESSOR to hold and enjoy henceforth as if these presents have not been made and it shall be lawful for the LESSOR or any persons duly authorized in its behalf, without any formal notice or demand, to exercise any or all rights from the Contract and those given by law, and upon such cancellation of this Contract, the LESSEE hereby grants to the LESSOR the legal right to enter and take possession of the LEASED PREMISES including the right to padlock the premises as though the Term hereof has expired.

27. RENOVATION – The LESSOR reserves the right to increase the rent should there be any substantial renovation of the building and the LEASED PREMISES. The LESSEE expressly agrees to temporarily vacate the LEASED PREMISES during the period of renovation. Expenses of the temporary transfer and eventual return of the LESSEE shall be borne solely by the LESSEE. The determination of substantial renovation shall be made by the LESSOR, and the LESSEE hereby agrees to be bound by the determination of the LESSOR. Meanwhile, during the entire period required by the renovation, the Contract shall be considered temporarily suspended. Should the LESSEE to continue the unexpired term of the Contract with the new increased rate, preference over the LEASED PREMISES shall be given to the LESSEE.

28. TERMINATION OF LEASE – Upon expiration of the term or upon receipt of such notice of termination from the LESSOR, the LESSEE shall peacefully and voluntarily vacate the LEASED PREMISES and completely remove all furniture, articles and effects of any kind. This shall include the restoration of the LEASED PREMISES to its condition prior to alteration by the LESSEE.

Upon termination of this Contract and the LESSEE fails to vacate the LEASED PREMISES, the LESSEE shall pay the LESSOR compensation for the use and occupation of the LEASED PREMISES equivalent to two (2) times the monthly rental stipulated herein, for every month of delay, provided, however, that such payment/s will not be construed as an implied renewal or extension of this Contract. After the term hereof has terminated, the LESSEE shall physically surrender the LEASED PREMISES to the LESSOR. The LESSOR shall not entertain any transfer of right arrangements that the LESSEE may have with a third party in consonance with Paragraph 16 hereof.

If the LESSEE continues with the occupation of the LEASED PREMISES with the consent of the LESSOR said extension of the lease shall be understood as running from month to month only under the same terms and conditions herein stipulated and may be terminated by either party by means of a written notice served upon the other party at least thirty (30) days in advance prior to the date of such termination.

29. COMPLIANCE WITH NOTICE TO VACATE – Delivery or Service in the LEASED PREMISES of a demand letter to vacate the LEASED PREMISES shall constitute due and sufficient notice to the LESSEE as provided by law upon expiration of the term or the early termination of the Contract as provided above. The LESSEE hereby expressly authorizes in advance the LESSOR to enter the LEASED PREMISES, remove all personal property that may be found therein, and deposit the same in the storage room, and the LESSEE further agrees to pay all cost for transfer and storage in the event that the LESSOR chooses to exercise this action in lieu of the right given in favor of the LESSOR under Paragraph 25 of Contract. Should the LESSEE have any outstanding obligations to the LESSOR, possessory lien shall attach as such on the LESSEE's personal property until all obligations of the LESSEE is duly and fully paid.

The LESSEE further authorizes the LESSOR as its attorney-in-fact to dispose of the personal property at public auction, the proceeds of which shall be applied to any unpaid accounts owing the LESSOR. The excess, if any, shall be returned to the LESSEE or whoever is entitled thereto, or be placed on deposit, if necessary, without prejudice to the right of the LESSOR to collect the deficiency from the LESSEE.

30. VENUE OF ACTION – It is understood that all legal action that may be brought by virtue of this Contract shall be filed in the proper courts of the City of Manila to the exclusion of all other venue and shall be at the expense of the LESSEE.

31. AMENDATORY AND NON-MODIFICATION – This Contract supersedes and renders void any and all agreements and understanding, oral and/or written, previously entered between the parties covering the property herein leased, and this Contract may not hereinafter be modified or altered except by a written agreement duly signed by the parties hereto. It is agreed that in case any provision of this Contract is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain and continue to be valid on the parties. Should said declaration however render the lease ineffectual, the parties may pre-terminate this Contract with no liability for damages/loss whatsoever.

ANNEX A

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

ELIGIBILITY STATEMENT

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

1. The (*name of Corporation*) (Bidder) is interested in the bidding for the lease of the Boy Scouts of the Philippines commercial spaces and buildings situated in 26 Gov. Pack Road, Baguio City.
2. I am the (*designation*) of the Bidder, the duly authorized representative and 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 accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, (*whichever is applicable*);
3. In compliance with the Eligibility Requirements, the Bidder's Profile is hereto attached as Annex A-1;
4. The Bidder accepts the Terms of Reference, qualification criteria and the terms and conditions set by the Boy Scouts of the Philippines (BSP);
5. The Bidder, if awarded the contract to be the lessee, commits to comply with: (1) the restrictions for the use of the Property; (2) all other pertinent government standards such as, but not limited to, the National Building Code, the Fire Code, and other relevant laws, rules, regulations and issuances of the agencies of the National Government and of the Local Government, for the duration of the contract period;
6. The Bidder is not barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
7. The Bidder complies with the disclosure provision under Section 47 of the RA 9184 ,it's IRR, in relation to other provisions of R.A. 3019;
8. The Bidder complies with the responsibilities of a prospective or eligible bidder provided in the TOR;
9. The Bidder commits to abide by the decision of the SBAC, waives its right to seek legal remedies against BSP, and holds its Board of Directors, Officers and staff, consultants and authorized representatives/personnel free and harmless from any liability, costs, and expenses, suit or allegation arising from its participation in this bidding process;
10. All information in this statement, including attachments and enclosures thereof, are true and correct and/or exact reproduction of the original. Any falsity, error, or misrepresentation shall constitute ground for disqualification from this bidding or revocation of award as determined by BSP;
11. The Bidder, its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any of BSP's Directors, Officers, staff, consultants, and authorized representatives/personnel on matters concerning the bidding from the date of the submission of their bids up to the conclusion of the bidding process, except for clarifications on Proposal which must be in writing and addressed to the SBAC, through its Chairperson. The Bidder, its Directors and Officers have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment or advantage to any Directors, Officers, staff, consultants and authorized representatives/personnel of the BSP, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act", as amended. Violation of any of the foregoing shall be a ground for the disqualification from the bidding or revocation of the award, if any, without prejudice to damages that BSP may recover for any loss or damage that may result therefrom.
12. The Bidder is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (RA 9160) and as further governed by RA 10365.

13. The Bidder authorizes BSP or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to our bid. For this purpose, the Bidder hereby authorizes any public office, or any person or firm to furnish pertinent information deemed necessary and requested by BSP to verify statements and information provided in this statement.

IN FAITH WHEREOF, I have hereunto affixed my signature this _____ day of _____ 2019 at _____, Philippines.

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2019, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) _____ issued at _____, Philippines on _____, 2019.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.

ANNEX B**BIDDER'S PROFILE****I. GENERAL INFORMATION**

Business Name:	
Address: Contact No/s.: E-mail Address:	
Year Established/Registered: Place of Registration:	
Brief Description of Business: Include Products/Services offered; Target Market	
Lines of Business:	
Ownership Structure: % owned by Filipino: % owned by Foreign:	
Business Permit: Issuing Unit: Validity Dates: Lines of Business:	
BIR VAT Registration: Date of Issue: Place of Issue:	

II. OWNERSHIP AND MANAGEMENT

Shareholders			
Name	Subscribed Capital	Paid-up Capital	Extent of Financial Control

Governing Board	
Name	Designation

Key Officers	
Name	Position/Nationality

(use additional sheets if necessary)

III. FINANCIAL CAPACITY

Key Banking Relations			
Bank Name	Location	Bank Deposit	Credit Facility

Financial Documents	
Audited Financial Statements for the last 2 fiscal years or from the date of its operation.	
Income Tax Returns for the last 2 years or from the date of its operation.	
Latest interim Financial Statements (unaudited) or from the date of its operation.	

IV. SUBSIDIARIES AND AFFILIATES

Subsidiaries and Affiliates	
Business Name	Percentage (%) of Ownership

I hereby certify that the above statements are true and correct and I am duly authorized to make this statement for and in behalf of _____ (*Business Name*):

(*Signature*)

Authorized Representative

Name:

Position:

ANNEX "C"

Date: _____

NAME OF BIDDER: _____
(If a Consortium, indicate the name of the Member with the required Technical Capability.)
 Years of experience as a Lessee: _____ *(Write N/A if not applicable.)*

SUMMARY OF PREVIOUS/CURRENT LEASE CONTRACTS

The following Completed Projects/Contracts are in the nature of property management services.

	(Contract) 1	(Contract) 2
Lessor		
Location/Country		
Nature:		
Cost/Value:		
Date Started		
Date contract Completed/Ended or Until When does the contract end		

(NOTE: Attach copies of contracts and proofs of delivery-Use additional sheets if necessary)

I hereby certify that the above statements are true and correct and I am duly authorized to make this statement for and in behalf of _____ *(Business Name):*

(Signature)
 Authorized Representative
 Name:
 Position:
 Date

ANNEX "D"**BID FORM**

Date_____

THE CHAIRPERSON

Bids and Awards Committee
 Boy Scouts of the Philippines
 181 Natividad Almeda Lopez Street,
 Ermita, Manila

Sir:

In connection with the competitive bidding for the lease of commercial stalls/buildings owned by the Boy Scouts of the Philippines (BSP) located in 26 Gov. Pack Road, Baguio City, our Company (*State the name of the Corporation/Lead Member Corporation/Sole Proprietorship*), hereby, formally proposes the following Fees to be paid in the manner provided hereunder:

Bid Amount in Figures	Bid Amount in words

We understand that, should our Company be declared the Winning Bidder, we shall furnish performance bond ten (10) days upon receipt of Notice of Award before the signing of the Contract and issuance of Notice to Occupy.

The undersigned, hereby, affirms that I am duly authorized by the Corporation/Entity to make this proposal for and on its behalf.

Submitted by:

(Signature)

Name of Authorized Representative

Position

(Bidder's Name)														ANNEX E
WORK AND FINANCIAL PLAN														
LEASE OF 														
DATE PREPARED:														
PARTICULARS	PROJECTED AMOUNT	YEAR 1												TOTAL
		1	2	3	4	5	6	7	8	9	10	11	12	
(IN THOUSANDS OF PESOS)														
I. COSTS														
1. Fitting-out														
2. (Enumerate itemized planned improvements/provisions needed to prepare the space for the intended use)														
3. Working Capital														
TOTAL														
CUMULATIVE COST/INVESTMENT														