

CONTRACT OF LEASE

THE PUBLIC IS INFORMED:

This Contract of Lease is made and entered into by and between:

NGAC PHASE 1 JOINT VENTURE, an unincorporated joint venture between the BCDA and MTD Clark, Inc. established pursuant to the Joint Venture Agreement dated 22 February 2018 between the BCDA and MTD (“JVA”), and which is in the process of being incorporated, represented herein by its President, PATRICK NICHOLAS P. DAVID, who is duly authorized for this purpose under Executive Resolution No. 2020-09-014, Series of 2020, as evidenced by Secretary’s Certificate dated 16 October 2020, hereto attached as **Annex “A”** and made an integral part hereof, and hereinafter referred to as the “**NGAC JV**”;

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers created under and by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented herein by its President and Chief Executive Officer, VIVENCIO B. DIZON, duly authorized for this purpose under BCDA Board Resolution No. 2020-12-134, as evidenced by Secretary’s Certificate dated 12 January 2021, a copy of which is hereto attached as **Annex “B”**, hereinafter referred to as the “**BCDA**”.

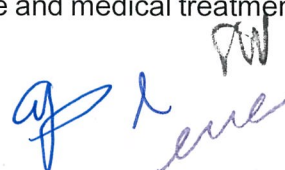
NGAC JV and BCDA shall be collectively referred to as the “Parties” and each as a “Party”.

ANTECEDENTS:

On 16 March 2020, President Rodrigo Roa Duterte issued Proclamation No. 929, Series of 2020 declaring a State of Calamity throughout the Philippines due to the COVID-19 pandemic and enjoining all government agencies to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response measures to curtail and eliminate the threat of COVID-19.

The Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) issued Resolution No. 16, dated 30 March 2020 directing all local government units and government-owned and-controlled corporations (GOCCs) to identify the facilities that may be temporarily utilized as isolation or quarantine facilities.

The NGAC Facilities at the New Clark City (NCC), Capas, Tarlac were among those identified by BCDA that may be temporarily converted into isolation or quarantine and medical treatment



facilities to accommodate COVID-19 patients from Clark and nearby provinces. On 31 March 2020, BCDA received a letter from the IATF-EID approving the use of facilities in Clark Freeport Zone and New Clark City as isolation or quarantine facilities for positive COVID-19 patients with mild symptoms and suspected and probable patients and instructed to hasten the completion of the necessary works to use the facilities as soon as possible.

The NGAC JV is the absolute owner of the NGAC Facilities, i.e. Government Building and Government Residences (the "Leased Premises") situated at the New Clark City, Capas, Tarlac.

In view of the constant rise of COVID-19 cases within Region 3 (particularly in Pampanga and Tarlac), there is a need to further extend the use of the Quarantine Facilities for the period of 6 months. The NGAC JV agrees to lease out to BCDA the leased premises as described herein, which shall be utilized as temporary isolation or quarantine and medical treatment facilities to address the COVID-19 pandemic in the country and BCDA is willing to lease the said leased premises from the NGAC JV.

BCDA shall procure the lease of the property through negotiated procurement pursuant to Section 53.2 and Item V(D)(2) of Annex H of the Revised Implementing Rules and Regulations (IRR) of RA 9184 and following the Republic Act No. 11494 or the Bayanihan to Recover as One Act (Bayanihan 2) for the selection of a service provider which will cater to the afore-cited need of BCDA. Under RA No. 11494, the GPPB, in its Resolution No. 18-2020, approved the use of the relevant procedure and requirements under the GPPB Circular no. 01-2020 dated 06 April 2020 for the procurement of general support services, which includes non-personal or contractual services and related or analogous services, Infrastructure Projects, Consulting Services covered under Bayanihan 2.

ACCORDINGLY, for and in consideration of the foregoing premises and of the mutual covenants and stipulations set forth herein, the Parties have agreed as follows:

ARTICLE I GENERAL AGREEMENTS

Section 1. LEASED PREMISES

The facilities to be leased by BCDA at the National Government Administrative Center, New Clark City, Capas, Tarlac include the Government Building – South Tower with a total area of 6,524.71 square meters and the Seventy (70) One-Bedroom Units of the Government Residences.

The location map of the NGAC Facilities is attached as **Annex "C"**.

Section 2. USE

The leased premises shall be used exclusively by BCDA as temporary isolation or quarantine and medical treatment facilities to accommodate the COVID-19 patients from Clark and nearby provinces.

Section 3. TERM

The term of the lease shall be for 6 months, commencing on **01 January 2021** and expiring on **30 June 2021** which may be extended by the Parties, provided that a written notice of extension is given to the NGAC JV at least thirty (30) days prior to the expiration of the Contract.

Section 4. LEASE RENTAL

The monthly rental rate for the use of the leased premises shall be in following amount:

- Government Building: Six Hundred Pesos and 00/100 per square meter per month, inclusive of all applicable taxes, in the total amount of **Three Million Nine Hundred Fourteen Thousand Eight Hundred Twenty-Six Pesos and 00/100 (PhP 3,914,826.00)** per month, inclusive of all applicable taxes and fees; and
- Government Residences: Five Thousand Pesos and 00/100 per person per month, inclusive of all applicable taxes, in the total amount of **Three Hundred Fifty Thousand Pesos and 00/100 (PhP 350,000.00)** per month, inclusive of all applicable taxes and fees.

Section 5. COMMON USAGE SERVICE AREA FEE

In addition to the monthly rental rate, BCDA shall pay the NGAC JV a Common Usage Service Area (CUSA) Fee at the rate of Three Hundred Fifty Pesos and 00/100 (PhP 350.00) per square meter per month, with a total cost of **Two Million Two Hundred Eighty-Three Thousand Six Hundred Forty-Eight Pesos and 50/100 (PhP 2,283,648.50)** per month to cover the expenses for the maintenance of common areas, security, solid waste collection and disposal requirements of the leased premises. The CUSA does not however include the fees and charges for utilities, such as water, power and other utilities, which shall be for the exclusive account of BCDA.

BCDA shall pay the CUSA to the NGAC JV without need of prior notice or demand.

Section 6. UTILITIES

All fees for utilities such as electricity, water and other utilities shall be for the exclusive account of BCDA.

Section 7. ALTERATIONS/IMPROVEMENTS

All alterations, additions or improvements introduced by BCDA shall become its property and shall be surrendered by the NGAC JV to BCDA upon the termination or expiration of the lease.

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**ARTICLE II
RESPONSIBILITIES OF THE PARTIES**

Section 1. The NGAC JV shall have the following responsibilities:

- (a) Upon the signing of the Contract of Lease, deliver to BCDA the leased premises for use as temporary isolation or quarantine and medical treatment facilities; and
- (b) Throughout the duration of the lease, keep and maintain the leased premises in clean and sanitary conditions.

Section 2. BCDA shall have the following responsibilities:

- (a) Use the NGAC facilities in accordance with the agreed purpose;
- (b) Vacate the leased premises and restore possession to the NGAC JV in the same condition as it was at the time of turnover of possession; and
- (c) Ensure any necessary replacement, repair and/or restoration to the NGAC Facilities due to the use of the equipment or facilities.

**ARTICLE III
RETURN OF THE LEASED PREMISES
AFTER USE**

Upon the expiration or termination of the Contract of Lease, BCDA shall promptly deliver the leased premises to the NGAC JV in good and tenantable condition, reasonable wear and tear excepted, devoid of all occupants, equipment, articles and effects of any kind.

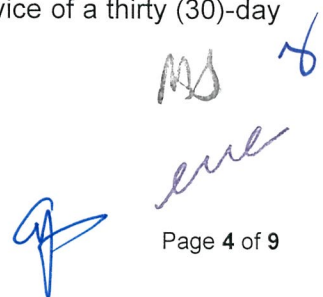
**ARTICLE IV
DOCUMENTS FORMING PART OF THE AGREEMENT**

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:

- (a) Technical Specifications;
- (b) Eligibility Requirements, documents and/or statements;
- (c) Notice of Award of Contract and Bidder's conforme thereto;
- (d) Omnibus Sworn Statement; and
- (e) Other contract documents that may be required by existing laws and by BCDA.

**ARTICLE V
PRE-TERMINATION**

This Contract may be pre-terminated by mutual written agreement signed by all the parties. It may likewise be pre-terminated upon the instance of any Party by service of a thirty (30)-day written Notice of Intent to Terminate upon the other Parties.



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**ARTICLE VI
EVENTS OF DEFAULT**

Section 1. The occurrence of any of the following events shall constitute an Event of Default by BCDA:

- (a) Failure to comply with all its financial obligations under this Contract;
- (b) Failure to comply with any of its covenants, warranties, and undertakings under this Contract; and
- (c) It devotes the whole or portion of the leased premises to any use or purpose different from that which it has been leased without the NGAC JV's prior written consent or approval.

Section 2. The occurrence of any of the following events shall constitute an Event of Default by the NGAC JV:

- (a) Failure to comply with any of its covenants, warranties, and undertakings under this Contract; and
- (b) Failure to comply with any of its obligations under the Contract.

**ARTICLE VII
CONSEQUENCES OF DEFAULT**

Section 1. Upon the occurrence of any Event of Default, the lease may be terminated in the manner provided herein.

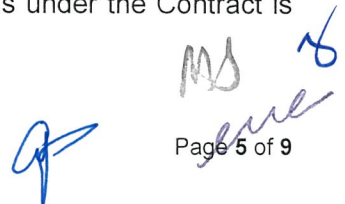
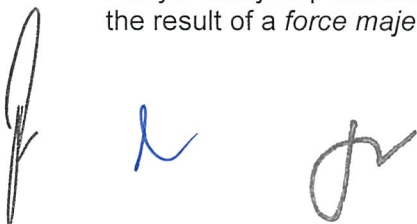
Section 2. Procedure for Termination due to an Event of Default

If the Event of Default by either Party occurs:

- a. The non-defaulting Party shall provide a written notice of default specifying in reasonable detail the event of default to the Party in default within thirty (30) calendar days from occurrence of the event of default.
- b. The defaulting Party shall have thirty (30) calendar days from receipt of the written notice within which to cure such event of default (the "Curing Period").
- c. If the event of default is not cured within the thirty (30)-day curing period, the non-defaulting Party may terminate the Contract without need of judicial action by delivering a Notice of Termination, which shall not be less than thirty (30) calendar days from the date the defaulting Party received the Notice of the Event of Default.

**ARTICLE VIII
FORCE MAJEURE**

Either Party shall not be liable for termination by reason of default if and to the extent that the Party's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.



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For purposes of this Contract, the terms “*force majeure*” and “*fortuitous event*” may be used interchangeably. In this regard, a *fortuitous event* or *force majeure* shall be interpreted to mean an event which the Party could not have foreseen, or which though foreseen, was inevitable. It shall not include causes the effects of which could have been avoided with the exercise of reasonable diligence by the Party. Such events may include, but not limited to, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and other analogous causes.

If force majeure situation arises, the Party in default shall promptly notify the other Party in writing of such conditions and the cause thereof. Unless otherwise directed by the other Party, the Party in default shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by *force majeure*.

ARTICLE IX SUBLEASE/ASSIGNMENT

Except with the prior written consent or approval of the NGAC JV, BCDA shall not directly or indirectly sublease, assign, transfer or in any way encumber its right over the leased premises, in whole or in part.

ARTICLE X NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such party at the following addresses:

For the NGAC JV:

PATRICK NICHOLAS P. DAVID
President
National Government Administrative Center
New Clark City, Capas, Tarlac

For BCDA:

VIVENCIO B. DIZON
President and Chief Executive Officer
BCDA Corporate Center, 2/F Bonifacio
Technology Center, 31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City, Metro Manila

which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

Any change in the address of any of the Parties must be made in writing by giving the other Party a written notice of such change.

**ARTICLE XI
SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties failed to resolve their dispute or difference by such mutual consultation, then either Party may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Article shall be settled by arbitration. In the case of dispute between the Parties, the dispute shall be resolved in accordance with RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

Section 1. Severability and Construction

Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if, for any reason, any paragraph, part, term and/or provision herein is determined to be invalid or contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not part of this Contract; provided, however, that if the Parties determine that said finding of illegality adversely affect the basic consideration of this Contract, the Parties, may, at their option, reform or terminate the Contract.

Section 2. Amendments

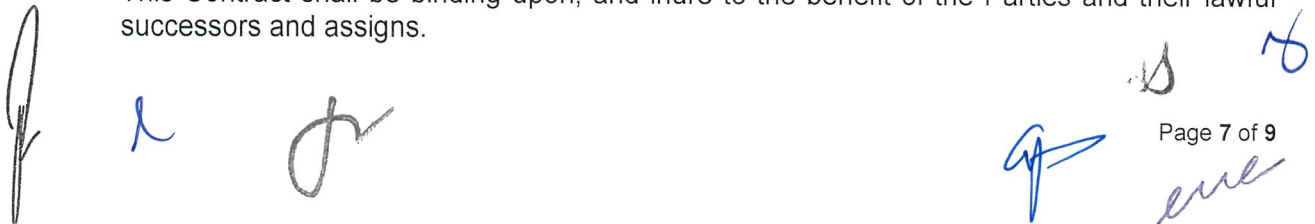
Any amendments, modification or supplement to the terms and conditions of this Contract shall be effective only if made in writing and mutually agreed upon by the parties.

Section 3. Entire Agreement

The Contract and its annexes/attachments contains the entire agreement between the Parties with respect to the leased premises and supersedes and renders void any and all agreements and undertakings, oral and/or written, previously entered between the parties covering the leased premises. This Contract may not hereafter be modified or altered except by instrument in writing duly signed by the parties hereto.

Section 4. Binding Effect

This Contract shall be binding upon, and inure to the benefit of the Parties and their lawful successors and assigns.

 Several handwritten signatures in blue ink are present at the bottom of the page. On the left side, there are three distinct signatures. On the right side, there are two more signatures, one of which appears to be a stylized 'S' or 'B' followed by a signature that looks like 'eve'.

Section 5. Authority

The Parties represent and warrant that it has full power and authority to enter into and perform its obligations under this Contract. All necessary actions, consents and approvals for the signing of this Contract have been taken and/or obtained. This Contract constitutes the legal, valid and binding obligations of each of the Parties which are enforceable in accordance with its terms.

Section 6. Counterparts

This Contract may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

Section 7. Non-waiver of Rights

The failure of one party to insist upon the strict performance of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that the said party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants. No waiver by one party of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the party concerned.

Section 8. Headings

The descriptive headings contained in this Contract are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Contract.

All captions herein are intended solely for the convenience of the Parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

Section 9. Governing Law

This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

SIGNED BY THE PARTIES on _____ in _____.

NGAC PHASE 1 JOINT VENTURE

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:

By:


PATRICK NICHOLAS P. DAVID
President


VIVENCIO B. DIZON
President and Chief Executive Officer



Signed in the Presence of:











ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) S.S.

BEFORE ME, a Notary Public for an in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
PATRICK NICHOLAS P. DAVID	PA PASSPORT PDS 916812	06 OCT 2016 / OPA MANILA
VIVENCIO B. DIZON	PA PASSPORT 500115730	31 AUG 2017 / OPA MANILA

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they represent.

SIGNED AND SEALED on APR 27 2021 in Taguig City.

Doc No. 324 ;
Page No. 030 ;
Book No. III ;
Series of 2021.

[Signature]
Atty. Sheryll Joy L. Calayan-Medina
Notary Public for the City of Taguig
Notarial Commission No. 40 Until Dec. 31, 2021
Roll No. 69275
IBP No. 135024 / 15 Dec 2020 / Manila IV
PTR No. A-5063223 / 04 Jan 2021 / Taguig
MCLE Compliance No. VI-0013968



[Signature]

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

SECRETARY'S CERTIFICATE

ERIC EMMANUEL C. PASION, of legal age, Filipino, and with address at Unit 1001, 10/F The Infinity (Commercial), 26th Street, Bonifacio Global City, 1634 Taguig, being the duly elected and qualified Corporate Secretary of the **NATIONAL GOVERNMENT ADMINISTRATIVE CENTER PHASE 1 JOINT VENTURE** ("NGAC Phase 1 JV"), a joint-venture in the process of incorporation under the laws of the Republic of the Philippines, with principal office at the National Government Administrative Center (NGAC) Building IA (Integrated Operation Center), Aranguren, Capas, Tarlac, under oath, do hereby certify that:

That at the 28th regular meeting of the members of the Executive Committee ("EXECOM") of the NGAC Phase 1 JV held on 9 September 2020, the following resolution was approved:

RESOLUTION 2020-09-014

"RESOLVED, that the Executive Committee ('EXECOM') of the National Government Administrative Center Phase 1 Joint Venture ('NGAC Phase 1 JV') authorize, as it hereby authorizes the President Patrick Nicholas P. David to enter into a Contract of Lease with the Bases Conversion and Development Authority ('BCDA') for the use of the South Tower of the Integrated Operations Center (IOC) and the Government Residences as part of the Covid-19 response of the national government."

"RESOLVED FURTHER, that the President is, as he is hereby authorized to negotiate, sign, execute, and deliver the Contract of Lease on behalf of the JV the MOA."

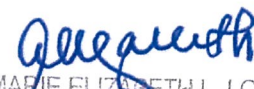
That the foregoing resolution has not been repealed, amended or modified and remains to be valid and subsisting as of the date hereof.

SIGNED AND DELIVERED on this 16th day of October 2020 at the City of
MAKATI CITY.


ERIC EMMANUEL C. PASION
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 16th day of October at the City of
MAKATI CITY, affiant exhibiting to me his Voter's ID with VIN: 7604-1062B-
L2084ECP10000 issued by the Commission on Elections.

NOTARY PUBLIC


ATTY. MARIE ELIZABETH L. LOTILLA
Notary Public for Makati City
Appointment No. M-34
Until December 31, 2021
Roll No. 73452
IBP No. 109100; 1/10/2020
PTR No. MKT-8126158/ 1/8/2020
MCLE Pre-empt - Admitted to the Bar on 6/10/2010
7727 L. Jacinto St., Pio del Pilar, Makati

Doc. No. 132 ;
Page No. 29 ;
Book No. V ;
Series of 2020.

SECRETARY'S CERTIFICATE

Republic of the Philippines)
Taguig City) SS.

I, **ELVIRA V. ESTANISLAO**, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, do hereby certify that on the occasion of the 577th BCDA Board Meeting held on 16 December 2020 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2020-12-134

Resolve, as it is hereby resolved, that the authority of BCDA to enter into direct negotiation with the NGAC Phase 1 Joint Venture for the lease of the 6,525 sq.m. area at the NGAC Government Building - South Tower and fifty (50) rooms at the NGAC Residences and with the service providers for the logistical requirements (laundry services, drinking water and catering services) for the Temporary COVID-19 Quarantine Facility for confirmed (with mild symptoms) patients and health care workers' residences at New Clark City for the contract period 01 January – 30 June 2021 following GPPB Circular 01-2020 pursuant to RA 11494 or the Bayanihan to Recover as One Act be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the authority of the Business Development Department (BDD) (end-user) to directly negotiate or conduct procurement activities be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the inclusion of the lease and logistical requirements for the aforementioned Temporary COVID-19 Quarantine Facility in the CY 2021 Annual Procurement Plan be, as it is hereby APPROVED.

Resolve finally, as it is hereby finally resolved, that the authority of the President and CEO to sign the Notice of Award (NOA), Notice to Proceed (NTP), contracts and other relevant documents for and on behalf of BCDA be, as it is hereby APPROVED.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 8th day of January 2021.


ELVIRA V. ESTANISLAO
Corporate Secretary

TAGUIG CITY SUBSCRIBED AND SWORN to before me this JAN 12 2021 at _____, Philippines, by Atty. ELVIRA V. ESTANISLAO who exhibited to me her Passport No. P6212014A, issued at the City of Manila on 28 February 2018 and valid until 27 February 2028.

Doc. No. 523
Page No. 100
Book No. 28
Series of 2021.

Purpose: *Documentary purposes*
SC2021-004
YB2021-0007

ATTY. EDUARDO P. BAROT
Notary Public for Taguig, RoH No. 3624E
Commission No. 43 Until 31 Dec. 2020
PTR. No. 4325791/01.02.20/ Mandaluyong City
IBP Lifetime Member No. 013895/06.02.15/ RSM
MCLE Compliance No. VI-0007875 /04.14.22/
3/F Bonifacio Technology Center 31st Street
Corner 2nd Avenue Crescent Park West
Global City Taguig City, Philippines

Commission No. 3 until 31 Dec. 22
PTR No. 4578422/01.04.21/ Mandaluyong City

LOCATION MAP

NCC NGAC (MANAGED FACILITIES)

ANNEX "C"



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION

LEASE OF FACILITIES FOR THE TEMPORARY TREATMENT AND MONITORING FACILITY (TTMF) AT THE NGAC GOVERNMENT BUILDING AT NEW CLARK CITY

A. RATIONALE

On 16 March 2020, President Rodrigo Roa Duterte issued Proclamation No. 929 (s. 2020) declaring a State of Calamity throughout the Philippines for a period of six (6) months or up to 12 September 2020, and imposed an Enhanced Community Quarantine (“ECQ”) throughout Luzon due to COVID-19, starting 17 March 2020 until 12 April 2020. The President likewise enjoined all government agencies to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response measures to curtail and eliminate the threat of COVID-19.

Since the number of confirmed COVID-19 cases continued to rise, the ECQ over Luzon was extended up to 30 April 2020, and upon recommendation of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF), the President further extended the ECQ in high risk areas, including the National Capital Region (NCR) and Central Luzon until 15 May 2020. Despite the Modified Enhanced Community Quarantine (MECQ) implemented starting 16 May 2020 in the NCR, Central Luzon and other parts of the country, the number in the number of COVID-19 cases in the country has remained high.

The IATF issued a Resolution directing all local government units and government-owned and-controlled corporations (GOCCs) to identify the facilities that may be temporarily utilized as isolation or quarantine facilities.

The NGAC Facilities were among those identified by BCDA that may be temporarily converted into a Temporary Treatment and Monitoring Facility (TTMF) for confirmed COVID-19 patients (with mild symptoms) from Clark and nearby provinces. As a TTMF, BCDA identified the need to lease an area for the temporary quarantine facility for the Confirmed COVID-19 patients (with mild symptoms) and temporary housing for healthcare workers at the NGAC Facilities.

On 11 September 2020, the President signed the Republic Act No. 11494 or the “Bayanihan to Recover As One Act” (Bayanihan 2) in view of the unabated spread of the COVID-19 virus and the ensuing economic disruption therefrom. Section 4(u) of Bayanihan 2 exempts specific procurement projects related to the COVID-19 response from the coverage of RA No. 9184.

To ensure the seamless implementation of the procurement provisions under RA No. 11494 or the Bayanihan 2, the Government Procurement and Policy Board (“GPPB Board”), in its Resolution No. 18-2020, approved the use of the relevant procedure and requirements under GPPB Circular No. 01-2020 dated 6 April 2020 for the procurement of general support services, which includes non-personal or contractual services and related or analogous services, Infrastructure Projects, and Consulting Services covered under the Bayanihan 2.

B. GENERAL SPECIFICATIONS

Quarantine Facility	<ul style="list-style-type: none"> • Location duly approved by the IATF-EID to house Confirmed COVID-19 patients (with mild symptoms) • In a location away from the general public
Residences	<ul style="list-style-type: none"> • Temporary housing units for medical personnel to stay after their work shift at the Quarantine Facility

C. MANNER OF PAYMENT AND COST

1. The SUPPLIER shall bill BCDA once a month, preferably at the 30th day of each month, and will be paid upon submission of an accomplishment report, other supporting documents and statement of billing.
2. Quantity and approved budget for the Contract shall be based on the following:

ITEM	COST PER SQ.M./ MONTH	TOTAL COST PER MONTH	TOTAL COST 01 January – 30 June 2021
Contract of Lease (Quarantine Facility) – 6,524.71 sq.m.			
Lease Payment	600.00	3,914,826.00	23,488,956.00
CUSA	350.00	2,283,648.50	13,701,891.00
Subtotal (A)	950.00	6,198,474.50	37,190,847.00
Contract of Lease (Temporary Residences for Medical Personnel) – 70 rooms			
Lease Payment	5,000.00	350,000.00	2,100,000.00
Subtotal (B)			2,100,000.00
TOTAL COST (A+B)			39,290,847.00

D. EFFECTIVITY AND DURATION OF THE CONTRACT

1. The Contract term shall be for a duration of 181 days or from 01 January – 30 June 2021. The Contract shall take effect upon the issuance of the Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed Contract.
2. BCDA has the power to terminate the Contract at any given time, as it may deem necessary on the basis of performance on account at reports received from patients, healthcare workers and support personnel.

ELIGIBILITY REQUIREMENTS

NGAC PHASE 1 JOINT VENTURE

New Clark City, Capas Tarlac

NGAC/JV/bcda/21-033a

27 January 2021

BASES CONVERSION AND DEVELOPMENT AUTHORITY

2/F Bonifacio Technology Center

31st Street corner 2nd Avenue

Bonifacio Global City

Taguig, 1634 Metro Manila

ATTN: **MR. VIVENCIO B. DIZON**
President and CEO

RE: **Short-Term Lease Offer of NGAC Facilities**

Dear President Dizon:

We are pleased to extend an offer for the short-term lease of the National Government Administrative Center Facilities (NGAC Facilities) to **Bases Conversion and Development Authority** for the period of 01 January to 30 June 2021 (**Lease Period**).

The terms of our offer are as follows:

I. GOVERNMENT BUILDING

Lease Period	01 January to 30 June 2021	
Extension or renewal	Upon written request for extension by BCDA, subject to mutual agreement of both parties	
Subject of lease	The subject of lease is the South Tower of the Government Building inside the New Clark City NGAC Phase 1A, with total gross floor area of six thousand five hundred twenty four and 71/100 square meters.	
	South Tower	
	Ground Floor	2,095.42 Sq. mtrs.
	Second Floor	2,213.83 Sq. mtrs.
	Third Floor	2,215.46 Sq. mtrs.
TOTAL	6,524.71	Sq. mtrs.


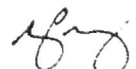
State of the Facilities	With Finished Floor, Ceiling and Walls; No Partition; With Aircon and Lighting; Fully Finished Common Areas
Monthly Rental Rate	PhP 600.00 per square meter
Rental amount	Monthly rental fee of Three Million Nine Hundred Fourteen Thousand Eight Hundred Twenty Six Pesos (PhP 3,914,826.00) , inclusive of all applicable taxes
Monthly Common Use Service Area (CUSA) Rate	PhP 350.00 per square meter
CUSA Amount	Monthly CUSA fee of Two Million Two Hundred Eighty-Three Thousand Six Hundred Forty Eight and 50/100 (PhP 2,283,648.50) , inclusive of all applicable taxes
Utilities	To be determined based on actual consumption
Losses or damage	Any losses or damage to the Facilities during the Lease Period shall be paid by the Lessee.

II. RESIDENCES

Monthly Rental Rate	PhP 5,000 per unit
No. of persons	Seventy (70)* <i>*Note: Actual occupancy to be determined</i>
Rental amount	Monthly rental fee of Three Hundred Fifty Thousand Pesos (PhP 350,000.00) , inclusive of all applicable taxes
Losses or damage	Any losses or damage to the Facilities during the Lease Period shall be paid by the Lessee.

We hope that you agree with the terms of our offer.

Sincerely yours,


PATRICK NICHOLAS P. DAVID
 President 

2/23/21

CERTIFICATE OF PHILGEPS REGISTRATION (Platinum Membership)

THIS IS TO CERTIFY THAT

MTD CLARK, INC

National Government Administrative Center Building I A Integrated Operation Center Bldg Aranguren ,
Capas , Tarlac , Region III , Philippines

*is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on 18-Nov-2020 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that **MTD CLARK, INC** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

This Certificate is valid until 23-Dec-2021

Issued this 23rd day of December 2020.

This is a system generated certificate. No signature is required.



Documentary Stamp Tax Paid Php 30.00

Certificate Reference No: 202011234838604130985

REMINDERS ¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

List of Eligibility Documents

of

MTD CLARK, INC

National Government Administrative Center Building I A Integrated Operation Center Bldg Aranguren ,
Capas , Tarlac , Region III , Philippines

SEC Certificate	Registration Date : 18-Apr-2018 SEC Certificate Number : CS201804877
Mayors Permit	Expiration Date : 16-Dec-2020 Permit Number : 2020324 Place of Issue : Clark Freeport Zone Issued By / Signatory : Rodem R. Perez Issuance Date : 17-Sep-2020
Tax Clearance	Expiration Date : 28-Oct-2021 TCC Number : 0417A1028R15332020 Issued By / Signatory : Nanette S. Nievera Issuance date : 28-Oct-2020
Audited Financial Statement	Date of Filing : 30-Jul-2020 Current Asset : 5,724,676,402.00 Total Asset : 6,435,894,032.00 Current Liabilities : 3,375,919,612.00 Total Liabilities : 6,804,965,493.00 Name of Auditor : Gabriel D. Tabamo BIR RDO Code : 17A
PCAB License	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :

CERTIFIED
TRUE COPY

Ray 2/23/21

PRE-OPERATIONAL PERMIT

2020-324

This Pre-Operational Permit is hereby issued by Clark Development Corporation to **MTD CLARK, INC.**, located at **NGAC Building 1A, Integrated Operation Center Bldg., Aranguren, Capas, Tarlac**, a Clark Freeport Zone (CFZ) registered enterprise, engaged in: **To engage in private domestic construction and development except of locally funded government projects and defense related structures, and to manage and operate the same.** . subject to compliance with all the terms and conditions of the **Lease Agreement with BASES CONVERSION DEVELOPMENT AUTHORITY**, and as may be allowed by pertinent laws, rules and regulations.

This Pre-Operational Permit is issued pursuant to EO 80 signed on April 3, 1993 as mandated by RA 7227, otherwise known as the Bases Conversion Development Act of 1992, as amended by RA 9400 and for whatever legal purpose it may serve.

This Pre-Operational Permit is issued without prejudice to your compliance/submission of the following:

Compliances / Permits	Issuing Divisions
Bureau of Internal Revenue Certificate of Registration	Revenue District Office No. 21C, Level 3 Stotsenberg Medical Center Inc. Building, Ninoy Aquino Avenue, CFZ, Philippines
On-Line Registration of Clark Jobs Matching Portal	CSR and Placement Division CDC Bldg. 2112, C.P. Garcia Street, CFZ Tel No. (045) 499-2265
Copy of Insurance Policy & Proof of Payment for GSIS All Risk Bldg. Insurance and General Liability Insurance	Property Management Division CDC Bldg. 2112, C.P. Garcia Street, CFZ Tel. nos. (045) 499-1627
Full Occupancy Permit	Building and Facilities Permits Division 2nd Floor, CDC Bldg. 2127, E. Quirino Avenue, CFZ Tel. Nos. (045) 499-1139
On Line Registration of Bring-In/Bring-Out; Import/Export Entry/Exit Pass, other government agencies required by TFD.	Trade Facilitation Division Ground Floor, CDC Bldg. 2127, E. Quirino Avenue, CFZ Tel. No. 599-9000 local 622 & 626
Certificate of Environmental Clearance	Environmental Permits Division 2nd Floor, CDC Bldg. 2127, E. Quirino Avenue, CFZ Tel. Nos. (045) 499-1138
Sanitary and Health Permit	Health and Sanitation Division Along Cardinal Santos St., CFZ Tel. No. (045) 599-3854; 599-6417
Fire Safety Certificate/Accreditation of Security Agency	Public Safety Division CDC Bldg. 2112, C.P. Garcia Street, CFZ Tel. Nos. (045) 599-2138/3211
Online Registration on Business Account Registration (e-Bar) System	Investment Promotions Division I CDC Bldg. 2125, C.P. Garcia St. cor. E. Quirino St., CFZ Tel. Nos. (045) 599-3035/2642/2043

This permit may be revoked anytime if the above submissions are not complied with during the effectivity of this permit and violation of existing laws and subsequent promulgations which would render it invalid. The revocation of this permit may result to non-issuance of other permits and/or withholding of incentives.

This Pre-Operational Permit is valid until **2021 May 08** . Issuance of a regular Certificate of Registration shall be subject to the submission of all the required documents to the Investment Promotion Department I (IPD1) and other clearances as may be required by CDC.

Issued on **2021 Feb 09** at Clark Freeport Zone, Philippines.


RYNAH F. VENTURA
Vice President
Business Development and Business Enhancement Group

We are
ISO 9001:2015
CERTIFIED



clark
It works. Like a dream.



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Page 1 of 2
2/23/21



Guidelines and Instructions | Help
Reference No : 122000037051108
Date Filed : July 30, 2020 09:51 AM
Batch Number : 0

For BIR Use Only BCS/Item



1702-RT06/13P1

Republika ng Pilipinas Kagawaran ng Pananalapi Kawanihan ng Rentas Internas		Annual Income Tax Return For Corporation, Partnership and Other Non-Individual Taxpayer Subject Only to REGULAR Income Tax Rate <i>Enter all required information in CAPITAL LETTERS. Mark applicable boxes with an "X". Two Copies MUST be filed with the BIR and one held by the taxpayer.</i>		BIR Form No. 1702-RT June 2013 Page 1
1 For <input type="radio"/> Calendar <input checked="" type="radio"/> Fiscal 2 Year Ended (MM/20YY) 03 <input type="text" value="2020"/>	3 Amended Return? <input checked="" type="radio"/> Yes <input type="radio"/> No	4 Short Period Return? <input type="radio"/> Yes <input checked="" type="radio"/> No	5 Alphanumeric Tax Code (ATC) IC055 <input type="checkbox"/> Minimum Corporate Income Tax (MCIT) <input type="checkbox"/> IC010 <input checked="" type="checkbox"/> CORPORATION IN GENERAL - JAN 1, 2008 <input checked="" type="checkbox"/>	

Part I - Background Information

6 Taxpayer Identification Number (TIN)	009 - 941 - 071 - 000	7 RDO Code	17A
8 Date of Incorporation/Organization (MM/DD/YYYY)		04/05/2018	
9 Registered Name (Enter only 1 letter per box using CAPITAL LETTERS)			
MTD CLARK, INC.			
10 Registered Address (Indicate complete registered address)			
NATIONAL GOV'T.ADMIN.CENTER INTEGRATED OPERATIONS CTR.BLDG ARANGUREN CAPAS, TARLAC			
11 Contact Number	12 Email Address		
6214143	eunes.marcial@ph.alloymtid.com		
13 Main Line of Business		14 PSIC Code	
REAL ESTATE BUYING, DEVELOPING, SUBDIVIDING, SELLING		7012	

15 Method of Deductions Itemized Deductions [Section 34 (A-J), NIRC] Optional Standard Deduction (OSD) - 40% of Gross Income [Section 34(L), NIRC as amended by RA No. 9504]

Part II - Total Tax Payable (Do NOT enter Centavos)

16 Total Income Tax Due (Overpayment) (From Part IV Item 44)	0
17 Less: Total Tax Credits/Payments (From Part IV Item 45)	0
18 Net Tax Payable (Overpayment) (Item 16 Less item 17) (From Part IV Item 46)	0
19 Add: Total Penalties (From Part IV Item 50)	0
20 TOTAL AMOUNT PAYABLE (Overpayment) (Sum of item 18 and 19) (From Part IV Item 51)	0
21 If Overpayment, mark "X" one box only (Once the choice is made, the same is irrevocable)	
<input type="radio"/> To be refunded <input type="radio"/> To be issued a Tax Credit Certificate (TCC) <input type="radio"/> To be carried over as tax credit next year/quarter	

We declare under the penalties of perjury, that this annual return has been made in good faith, verified by us, and to the best of our knowledge and belief, is true and correct pursuant to the provisions of the National Internal Revenue Code, as amended, and by regulations issued under authority thereof. (If Authorized Representative, attach authorization letter and indicate TIN)

Signature over printed name of President/Principal Officer/Authorized Representative PATRICK NICHOLAS P. DAVID		Signature over printed name of Treasurer/Assistant Treasurer	
Title of Signatory		Number of pages filed	
PRESIDENT		8	

22 <input type="radio"/> Community Tax Certificate (CTC) Number <input checked="" type="radio"/> SEC Reg No.	201804877	23 Date of Issue (MM/DD/YYYY)	04/05/2018
24 Place of Issue	PASAY CITY	25 Amount	0.00

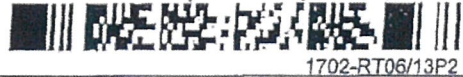
Part III - Details of Payment

Details of Payment	Drawee Bank/Agency	Number	Date (MM/DD/YYYY)	Amount
26 Cash/Bank Debit Memo				
27 Check			JUL 30 2020	0

7/30/2020

Annual Income Tax Return
Page 2

BIR Form No.
1702-RT
June 2013



Taxpayer Identification Number (TIN)				Registered Name			
009	941	071	000	MTD CLARK, INC.			

Part IV - Computation of Tax (Do NOT enter Centavos)

30 Net Sales/Revenues/Receipts/Fees (From Schedule 1 Item 6)	0
31 Less: Cost of Sales/Services (From Schedule 2 Item 27)	0
32 Gross Income from Operation (Item 30 Less Item 31)	0
33 Add: Other Taxable Income Not Subjected to Final Tax (From Schedule 3 Item 4)	612
34 Total Gross Income (Sum of Items 32 & 33)	612

Less: Deductions Allowable under Existing Law

35 Ordinary Allowable Itemized Deductions (From Schedule 4 Item 40)	459,573,920
36 Special Allowable Itemized Deductions (From Schedule 5 Item 5)	0
37 NOLCO (only for those taxable under Sec. 27(A to C); Sec. 28(A)(1) & (A)(6)(b) of the tax Code) (From Schedule 6A Item 8D)	0
38 Total Itemized Deductions (Sum of Items 35 to 37)	459,573,920
OR [in case taxable under Sec 27(A) & 28(A)(1)]	
39 Optional Standard Deduction (40% of Item 34)	0
40 Net Taxable Income (Item 34 Less Item 38 OR 39)	(459,573,308)

41 Income Tax Rate	30.0%
42 Income Tax Due other than MCIT (Item 40 x Item 41)	0
43 Minimum Corporate Income Tax (MCIT) (2% of Gross Income in Item 34)	0
44 Total Income Tax Due (Normal Income Tax in Item 42 or MCIT in Item 43, whichever is higher) (To part II Item 16)	0
45 Less: Total Tax Credits/Payments (From Schedule 7 Item 12) (To Part II Item 17)	0
46 Net Tax Payable (Overpayment) (Item 44 Less Item 45) (To Part II Item 18)	0

Add Penalties

47 Surcharge	0
48 Interest	0
49 Compromise	0
50 Total Penalties (Sum of Items 47 to 49) (To part II Item 19)	0
51 Total Amount Payable (Overpayment) (Sum Item 46 & 50) (To Part II Item 20)	0

Part V - Tax Relief Availment (Do NOT enter Centavos)

52 Special Allowable Itemized Deductions (30% of Item 36)	0
53 Add: Special Tax Credits (From Schedule 7 Item 9)	0
54 Total Tax Relief Availment (Sum of Items 52 & 53)	0

Part VI - Information - External Auditor/Accredited Tax Agent

65 Name of External Auditor/Accredited Tax Agent		
	56 TIN	- - - -
67 Name of Signing Partner (If External Auditor is a Partnership)		
	58 TIN	- - - -
59 BIR Accreditation No.	60 Issue Date (MM/DD/YYYY)	61 Expiry Date (MM/DD/YYYY)

Annual Income Tax Return		BIR Form No. 1702-RT	
Page 3 - Schedules 1 & 2		June 2013	1702-RT06/13P3
Taxpayer Identification Number (TIN)		Registered Name	
009	941	071	000
MTD CLARK, INC.			

Schedule 1 - Sales/Revenues/Receipts/Fees (Attach additional sheet/s, if necessary)	
1 Sale of Goods/Properties	0
2 Sale of Services	0
3 Lease of Properties	0
4 Total (Sum of Items 1 to 3)	0
5 Less: Sales Returns, Allowances and Discounts	0
6 Net Sales/Revenues/Receipts/Fees (Item 4 Less Item 5) (To Part IV Item 30)	0

Schedule 2 - Cost of Sales (Attach additional sheet/s, if necessary)

Schedule 2A - Cost of Sales (For those Engaged in Trading)

1 Merchandise Inventory - Beginning	0
2 Add: Purchases of Merchandise	0
3 Total Goods Available for Sale (Sum of Items 1 & 2)	0
4 Less: Merchandise Inventory, Ending	0
5 Cost of Sales (Item 3 Less Item 4) (To Schedule 2 Item 27)	0

Schedule 2B - Cost of Sales (For those Engaged in Manufacturing)

6 Direct Materials, Beginning	0
7 Add: Purchases of Direct Materials	0
8 Materials Available for Use (Sum of Items 6 & 7)	0
9 Less: Direct Materials, Ending	0
10 Raw Materials Used (Item 8 Less Item 9)	0
11 Direct Labor	0
12 Manufacturing Overhead	0
13 Total Manufacturing Cost (Sum of Items 10, 11 & 12)	0
14 Add: Work in Process, Beginning	0
15 Less: Work in Process, Ending	0
16 Cost of Goods Manufactured (Sum of Items 13 & 14 Less Item 15)	0
17 Finished Goods, Beginning	0
18 Less: Finished Goods, Ending	0
19 Cost of Goods Manufactured and Sold (Sum of Items 16 & 17 Less Item 18) (To Sched. 2 Item 27)	0

Schedule 2C - Cost of Services
(For those Engaged in Services, indicate only those directly incurred or related to the gross revenue from rendition of services)


20 Direct Charges - Salaries, Wages and Benefits	0
21 Direct Charges - Materials, Supplies and Facilities	0
22 Direct Charges - Depreciation	0
23 Direct Charges - Rental	0
24 Direct Charges - Outside Services	0
25 Direct Charges - Others	0
26 Total Cost of Services (Sum of Items 20 to 25) (To Item 27)	0

27 Total Cost of Sales/Services (Sum of Items 5, 19 & 26, if applicable) (To Part IV Item 31)	0
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Annual Income Tax Return			BIR Form No. 1702-RT	
Page 4 - Schedules 3 & 4			June 2013	
Taxpayer Identification Number (TIN)			Registered Name	
009	941	071	000	MTD CLARK, INC.

Schedule 3 - Other Taxable Income Not Subjected to Final Tax (Attach additional sheet/s, if necessary)	
1	REALIZED FOREIGN EXCHANGE GAIN 612
2	0
3	0
4 Total Other Taxable Income Not Subjected to Final Tax (Sum of Items 1 to 3) (To Part IV Item 33) 612	

Schedule 4 - Ordinary Allowable Itemized Deductions (Attach additional sheet/s, if necessary)	
1	Advertising and Promotions 60,000
Amortizations (Specify on Items 2, 3 & 4)	
2	0
3	0
4	0
5	Bad Debts 0
6	Charitable Contributions 0
7	Commissions 0
8	Communication, Light and Water 0
9	Depletion 0
10	Depreciation 0
11	Director's Fees 0
12	Fringe Benefits 0
13	Fuel and Oil 0
14	Insurance 0
15	Interest 425,040,941
16	Janitorial and Messengerial Services 0
17	Losses 0
18	Management and Consultancy Fee 0
19	Miscellaneous 0
20	Office Supplies 0
21	Other Services 0
22	Professional Fees 183,333
23	Rental 0
24	Repairs and Maintenance - (Labor or Labor & Materials) 0
25	Repairs and Maintenance - (Materials/Supplies) 0
26	Representation and Entertainment 0
27	Research and Development 0
28	Royalties 0
29	Salaries and Allowances 0

Annual Income Tax Return Page 5 - Schedules 4, 5 & 6				BIR Form No. 1702-RT June 2013	 1702-RT06/13P5
Taxpayer Identification Number (TIN)			Registered Name		
009	941	071	000	MTD CLARK, INC.	

Schedule 4 - Ordinary Allowable Itemized Deductions (Continued from Previous Page)	
30 Security Services	0
31 SSS, GSIS, Philhealth, HDMF and Other Contributions	0
32 Taxes and Licenses	1,498,685
33 Tolling Fees	0
34 Training and Seminars	0
35 Transportation and Travel	9,993,438
Others (Specify below; Add additional sheet(s), if necessary)	
36 EQUITY IN NET LOSS OF A JOINT VENTURE	22,767,266
37 POSTAGE, MAIL AND COURIER	2,362
38 BANK CHARGES	106
39 MISCELLANEOUS	27,799
40 Total Ordinary Allowable Itemized Deductions (Sum of Items 1 to 39) (To Part IV Item 35)	459,573,920

Schedule 5 - Special Allowable Itemized Deductions (Attach additional sheet/s, if necessary)		
Description	Legal Basis	Amount
1		0
2		0
3		0
4		0
5 Total Special Allowable Itemized Deductions (Sum of Items 1 to 4) (To Part IV Item 36)		0

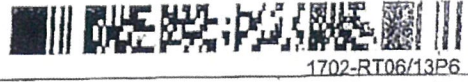
Schedule 6 - Computation of Net Operating Loss Carry Over (NOLCO)	
1 Gross Income (From Part IV Item 34)	612
2 Less: Total Deductions Exclusive of NOLCO & Deduction Under Special Law	459,573,920
3 Net Operating Loss (To Schedule 6A)	(459,573,308)

Schedule 6A - Computation of Available Net Operating Loss Carry Over (NOLCO)		
Net Operating Loss		B) NOLCO Applied Previous Year
Year Incurred	A) Amount	
4 2020	459,573,308	0
5 2019	125,077,266	0
6	0	0
7	0	0

Continuation of Schedule 6A (Item numbers continue from the table above)		
C) NOLCO Expired	D) NOLCO Applied Current Year	E) Net Operating Loss (Unapplied)
4	0	459,573,308
5	0	125,077,266
6	0	0
7	0	0
8 Total NOLCO (Sum of Items 4D to 7D) (To Part IV Item 37)	0	

Annual Income Tax Return
Page 6 - Schedules 7, 8 & 9

BIR Form No.
702-RT
June 2013



Taxpayer Identification Number (TIN) 009 941 071 000	Registered Name MTD CLARK, INC.
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Schedule 7 - Tax Credits/Payments (attach proof) (Attach additional sheets, if necessary)

1 Prior Year's Excess Credits Other Than MCIT	0
2 Income Tax Payment under MCIT from Previous Quarter/s	0
3 Income Tax Payment under Regular/Normal Rate from Previous Quarter/s	0
4 Excess MCIT Applied this Current Taxable Year (From Schedule 8 Item 4F)	0
5 Creditable Tax Withheld from Previous Quarter/s per BIR Form No. 2307	0
6 Creditable Tax Withheld per BIR Form No. 2307 for the 4th Quarter	0
7 Foreign Tax Credits, if applicable	0
8 Tax Paid in Return Previously Filed, if this is an Amended Return	0
9 Special Tax Credits (To Part V Item 53)	0
Other Credits/Payments (Specify)	
10	0
11	0
12 Total Tax Credits/Payments (Sum of Items 1 to 11) (To Part IV Item 45)	0

Schedule 8 - Computation of Minimum Corporate Income Tax (MCIT)

Year	A) Normal Income Tax as Adjusted	B) MCIT	C) Excess MCIT over Normal Income Tax
1	0	0	0
2	0	0	0
3	0	0	0

Continuation of Schedule 8 (Line numbers continue from table above)

	D) Excess MCIT Applied/Used for Previous Years	E) Expired Portion of Excess MCIT	F) Excess MCIT Applied this Current Taxable Year	G) Balance of Excess MCIT Allowable as Tax Credit for Succeeding Years/s
1	0	0	0	0
2	0	0	0	0
3	0	0	0	0
4 Total Excess MCIT (Sum of Column for Items 1F to 3F) (To Schedule 7 Item 4)			0	

Schedule 9 - Reconciliation of Net Income per Books Against Taxable Income (Attach additional sheets, if necessary)

1 Net Income/(Loss) per books	(459,465,308)
Add: Non-deductible Expenses/Taxable Other Income	
2 NONDEDUCTIBLE EXPENSE	77,539
3 FOREX LOSS	2,435
4 Total (Sum of Items 1 to 3)	(459,385,334)
Less: A) Non-taxable Income and Income Subjected to Final Tax	
5 INTEREST INCOME	187,974
6	0
B) Special Deductions	
7	0
8	0
9 Total (Sum of Items 5 to 8)	187,974
10 Net Taxable Income (Loss) (Item 4 Less Item 9)	(459,573,308)

Annual Income Tax Return
Page 7 - Schedules 10 & 11

BIR Form No.
1702-RT
June 2013



1702-RT06/13P7

Taxpayer Identification Number (TIN)				Registered Name
009	941	071	000	MTD CLARK, INC.


Schedule 10 - BALANCE SHEET

Assets	
1 Current Assets	5,724,676,402
2 Long-Term Investment	440,374,221
3 Property, Plant and Equipment - Net	0
4 Long-Term Receivables	0
5 Intangible Assets	0
6 Other Assets	270,843,409
7 Total Assets (Sum of Items 1 to 6)	6,435,894,032

Liabilities and Equity	
8 Current Liabilities	3,376,919,612
9 Long-Term Liabilities	3,429,045,881
10 Deferred Credits	0
11 Other Liabilities	0
12 Total Liabilities (Sum of Items 8 to 11)	6,804,965,493
13 Capital Stock	40,000,000
14 Additional Paid-in Capital	0
15 Retained Earnings	(409,071,461)
16 Total Equity (Sum of Items 13 to 15)	(369,071,461)
17 Total Liabilities and Equity (Sum of Items 12 & 16)	6,435,894,032

Schedule 11- Stockholders Partners Members Information (Top 20 Stockholders, partners or Members)
(On column 3 enter the amount of capital contribution and on the last column enter the percentage this represents on the entire ownership)

REGISTERED NAME	TIN	Capital Contribution	% to Total
ALLOYMTD PHILIPPINE	009 - 345 - 363 - 000	39,999,950	99.95
ISAAC S DAVID	113 - 324 - 011 - 000	1	0.01
PATRICK NICHOLAS P DAVID	221 - 149 - 332 - 000	1	0.01
GIL A TALINGDAN II	139 - 549 - 378 - 000	1	0.01
TEE KIM SIEW	472 - 080 - 863 - 000	1	0.01
NIK FAERUZ BIN TI NIK	700 - 713 - 175 - 000	1	0.01

Annual Income Tax Return Page 8 - Schedules 12 & 13		BIR Form No. 1702-RT June 2013	 1702-RT06/13P8
Taxpayer Identification Number (TIN)		Registered Name	
009	941	071	000
		MTD CLARK, INC.	

Schedule 12 - Supplemental Information (Attach additional sheet/s, if necessary)

I) Gross Income/Receipts Subjected to Final Withholding	A) Exempt	B) Actual Amount/Fair Market Value/Net Capital Gains	C) Final Tax Withheld/Paid
1 Interests	0	234,969	46,994
2 Royalties	0	0	0
3 Dividends	0	0	0
4 Prizes and Winnings	0	0	0

II) Sale/Exchange of Real properties	A) Sale/Exchange #1	B) Sale/Exchange #2
5 Description of Property (e.g. land, improvement, etc.)		
6 OCT/TCT/CCT/Tax Declaration No.		
7 Certificate Authorizing Registration (CAR) No		
8 Actual Amount/Fair Market Value/Net Capital Gains		
9 Final Tax Withheld/Paid		

III) Sale/Exchange of Shares of Stock	A) Sale/Exchange #1	B) Sale/Exchange #2
10 Kind(PS/CS)/Stock Certificate Series No.		
11 Certificate Authorizing Registration (CAR) No.		
12 Number of Shares		
13 Date of Issue (MM/DD/YYYY)		
14 Actual Amount/Fair Market Value/Net Capital Gains		
15 Final Tax Withheld/Paid		

IV) Other Income (Specify)	A) Other Income #1	B) Other Income #2
16 Other Income Subject to Final Tax Under Sections 57 (A)/127/others of the Tax Code, as amended (Specify)		
17 Actual Amount/Fair Market Value/Net Capital Gains		
18 Final Tax Withheld/Paid		

19 Total Final Tax Withheld Paid (Sum of Items 1C to 4C, 9A, 9B, 15A, 15B, 18A & 18B) 46,994

Schedule 13 - Gross Income/Receipts Exempt from Income Tax

1 Return of Premium (Actual Amount/Fair Market Value) 0

I) Personal/Real Properties Received thru Gifts, Bequests, and Devices	A) Personal/Real Properties #1	B) Personal/Real Properties #2
2 Description of Property (e.g. land, improvement, etc.)		
3 Modes of Transfer (e.g Donation)		
4 Certificate Authorizing Registration (CAR) No.		
5 Actual Amount/Fair Market Value		

II) Other Exempt Income/Receipts	A) Other Exempt Income #1	B) Other Exempt Income #2
6 Other Exempt Income/Receipts Under Sec. 32 (B) of the Tax Code, as amended (Specify)		
7 Actual Amount/Fair Market Value/Net Capital Gains		

Annual Income Tax Return		BIR Form No. 1702-RT	June 2013	1702-RT06/13P8
Page 8 - Schedules 12 & 13				
Taxpayer Identification Number (TIN)		Registered Name		
009	941	071	000	MTD CLARK, INC.

Schedule 12 - Supplemental Information (Attach additional sheet/s, if necessary)

I) Gross Income/Receipts Subjected to Final Withholding	A) Exempt	B) Actual Amount/Fair Market Value/Net Capital Gains	C) Final Tax Withheld/Paid
1 Interests	0	234,968	46,994
2 Royalties	0	0	0
3 Dividends	0	0	0
4 Prizes and Winnings	0	0	0

II) Sale/Exchange of Real properties	A) Sale/Exchange #1	B) Sale/Exchange #2
5 Description of Property (e.g. land, improvement, etc.)		
6 OCT/TCT/CCT/Tax Declaration No.		
7 Certificate Authorizing Registration (CAR) No		
8 Actual Amount/Fair Market Value/Net Capital Gains		
9 Final Tax Withheld/Paid		

III) Sale/Exchange of Shares of Stock	A) Sale/Exchange #1	B) Sale/Exchange #2
10 Kind(PS/CS)/Stock Certificate Series No.		
11 Certificate Authorizing Registration (CAR) No.		
12 Number of Shares		
13 Date of Issue (MM/DD/YYYY)		
14 Actual Amount/Fair Market Value/Net Capital Gains		
15 Final Tax Withheld/Paid		

IV) Other Income (Specify)	A) Other Income #1	B) Other Income #2
16 Other Income Subject to Final Tax Under Sections 57 (A)/127/others of the Tax Code, as amended (Specify)		
17 Actual Amount/Fair Market Value/Net Capital Gains		
18 Final Tax Withheld/Paid		

19 Total Final Tax Withheld Paid (Sum of Items 1C to 4C, 9A, 9B, 15A, 15B, 18A & 18B)	46,994
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Schedule 13 - Gross Income/Receipts Exempt from Income Tax

1 Return of Premium (Actual Amount/Fair Market Value)	0
I) Personal/Real Properties Received thru Gifts, Bequests, and Devices	
2 Description of Property (e.g. land, improvement, etc.)	
3 Modes of Transfer (e.g Donation)	
4 Certificate Authorizing Registration (CAR) No.	
5 Actual Amount/Fair Market Value	

II) Other Exempt Income/Receipts	A) Other Exempt Income #1	B) Other Exempt Income #2
6 Other Exempt Income/Receipts Under Sec. 32 (B) of the Tax Code, as amended (Specify)		
7 Actual Amount/Fair Market Value/Net Capital Gains		


NOTICE OF AWARD

CERTIFICATION

This is to certify that the project **“Lease of Facilities for the Temporary Quarantine Facilities at the National Government Administrative Center, New Clark City (01 January – 30 June 2021)”** was undertaken as part of the mandates vested to the Bases Conversion and Development Authority under the Republic Act No. 11494 Bayanihan to Recover as One Act whereby the NGAC Facilities at the New Clark City, Capas, Tarlac was identified and approved by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) to be used as isolation or quarantine and medical treatment facilities for COVID-19 patients from Clark and nearby provinces.

This is to further certify that the Bases Conversion and Development Authority exerted all efforts to secure the most advantageous price government for the services required based on existing price data of the agency and through preliminary market scanning done by the agency showing prevailing market prices and practices.

This certification is being issued in fulfillment of the requirements under Section 4.u.ix of Republic Act No. 11494.


VIVENCIO B. DIZON
President and CEO



Business Development Department – CRK

ZDB2021 – 0244

ENGR. PATRICK NICHOLAS P. DAVID

President

NGAC Phase 1 Joint Venture

New Clark City, Capas, Tarlac

NOTICE OF AWARD

Lease of Facilities (Government Building and Residences)
New Clark City COVID-19 Quarantine Facility

Dear Mr. **David**:

We are pleased to notify you that the Contract for the Lease of Facilities for the period of 01 January – 30 June 2021 for the New Clark City COVID-19 Quarantine Facility is hereby awarded to **NGAC PHASE 1 JOINT VENTURE**, for the Negotiated Procurement (Emergency Cases) for a contract price amounting to:


ITEM	AGREED COST PER SQ.M./ MONTH	TOTAL COST PER MONTH	TOTAL COST 01 January – 30 June 2021
Contract of Lease (NGAC Government Building) – 6,524.71 sqm.			
Lease Payment	600.00	3,914,826.00	23,488,956.00
CUSA	350.00	2,283,648.50	13,701,891.00
Subtotal (A)	950.00	6,198,474.50	37,190,847.00
Contract of Lease (NGAC Residences) – 70 rooms			
Lease Payment	5,000.00	350,000.00	2,100,000.00
Subtotal (B)	5,000.00		2,100,000.00
TOTAL COST (A+B)			39,290,847.00

PESOS: THIRTY-NINE MILLION TWO HUNDRED NINETY THOUSAND EIGHT HUNDRED FORTY-SEVEN PESOS AND 00/100 (PhP 39,290,847.00), inclusive of all applicable taxes and fees.

You are therefore required, within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below “Conforme” and return the same upon signing.

Very truly yours,



VIVENCIO B. DIZON
President and CEO

Conforme:



ENGR. PATRICK NICHOLAS P. DAVID
Authorized Representative

Date: _____



Business Development Department – CRK



ZDB2021 – 0245



NOTICE TO PROCEED

ENGR. PATRICK NICHOLAS P. DAVID
President
NGAC Phase 1 Joint Venture
New Clark City, Capas, Tarlac

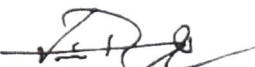
Dear President **David**:

In connection with the contract for the Lease of Facilities for the period of 01 January – 30 June 2021 for the New Clark City COVID-19 Quarantine Facility, this notice is hereby given to **NGAC PHASE 1 JOINT VENTURE**, to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


VIVENCIO B. DIZON
President and CEO

Conforme:


ENGR. PATRICK NICHOLAS P. DAVID
Authorized Representative
Date: _____

OMNIBUS SWORN STATEMENT

**Omnibus Sworn Statement
For the Conduct of Procurement Activities under Republic Act No. 11494 or the
Bayanihan to Recover as One Act**

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

AFFIDAVIT

I, **PATRICK NICHOLAS P. DAVID**, of legal age, married, Filipino, and residing at 301 Yanoi Building, Royal Palm, Ususan, Taguig City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of **NGAC Phase 1 Joint Venture ("NGAC JV")** with office address at National Government Administrative Center ("NGAC"), Integrated Operations Center, Aranguren, Capas, Tarlac, Region III, Philippines 2009;
2. 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 Lease of the South Tower of NGAC Government Building for the COVID-19 Quarantine Facility and Government Residences for the Temporary Residences of Health Care Workers at the New Clark City for the Bases Conversion and Development Authority as shown in the attached duly notarized Secretary's Certificate;
3. NGAC JV is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by its association or relation with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. NGAC JV is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of NGAC JV is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. NGAC JV complies with existing labor laws and standards; and
8. NGAC JV is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

18

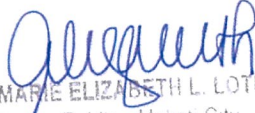
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the Lease of the South Tower of NGAC Government Building for the COVID-19 Quarantine Facility and Government Residences for the Temporary Residences of Health Care Workers at the New Clark City.
9. NGAC JV did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this FEB 24 2021 day of FEB 24 2021, 2021 at MAKATI CITY, Philippines.


 PATRICK NICHOLAS P. DAVID
 Affiant 

SUBSCRIBED AND SWORN TO before me this FEB 24 2021 day of FEB 24 2021 2021 at MAKATI CITY, Philippines, affiant exhibiting to me his competent evidence of identity as ff: Philippine Passport No. P0541681A, issued on 6 October 2016 at DFA Manila.

DOC NO. 184;
 PAGE NO. 38;
 BOOK NO. VI;
 SERIES OF 2021.

NOTARY PUBLIC

 ATTY. MARIE ELIZABETH L. LOTILLA
 Notary Public - Makati City
 Appt. No M-34 until December 31, 2021
 Roll of Attorneys No. 73452
 IBP No. 136226; December 21, 2020
 PTR No. MKT-8531256; January 5, 2021
 MCLE Exempt - Admitted to Bar on June 13, 2019
 7727 E. Jacinto cor. Medina St.
 Brgy. Pio Del Pilar, Makati City

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

X-----X

PERFORMANCE SECURING DECLARATION

Lease of the South Tower of NGAC Government Building for the COVID-19 Quarantine Facility and Government Residences for the Temporary Residences of Health Care Workers at the New Clark City

To: **VIVENCIO B. DIZON**
President and CEO
Bases Conversion and Development Authority

I, the undersigned, declare that:

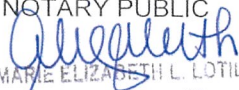
1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I have hereunto set my hand this day of FEB 24 2021 2021 at MAKATI CITY, Philippines.


PATRICK NICHOLAS P. DAVID
Affiant

SUBSCRIBED AND SWORN TO before me this day of FEB 24 2021 2021 at MAKATI CITY, Philippines, affiant exhibiting to me his competent evidence of identity as ff: Philippine Passport No. P0541681A, issued on 6 October 2016 at DFA Manila.

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