

TERMS OF REFERENCE

LONG-TERM LEASE AND DEVELOPMENT OF 37-HECTARE PROPERTY IN THE NEW CLARK CITY, CAPAS, TARLAC, PHILIPPINES

Be part of the solar power generation development in the Philippines' smart, sustainable and green investment destination.

TERMS OF REFERENCE
FOR THE LONG-TERM LEASE AND DEVELOPMENT OF A THIRTY-SEVEN (37)-HECTARE PARCEL OF
LAND IN THE NEW CLARK CITY (NCC) INTO A SOLAR POWER PLANT

ARTICLE I
PROJECT RATIONALE

- Section 1 Republic Act No. 7227 mandates the Bases Conversion and Development Authority (BCDA) to accelerate the sound and balanced conversion into alternative productive uses of the former Clark and Subic military reservations and their extensions, to raise funds through the sale, lease and joint venture of portions of Metro Manila camps, and to apply said funds for the development and conversion to productive civilian use of said reverted military base lands.
- Section 2 The NCC, a 9,450-hectare master planned Special Economic Zone designed to be the Philippines' largest and first smart, green, and disaster-resilient metropolis, is strategically located in the heart of Central Luzon.
- Section 3 BCDA wishes to pursue the long-term lease and development of a 37-hectare parcel (the Property) of the NCC. Thus, the BCDA published an Invitation to submit Expression of Interest (EOI) on December 13, 15, and 17, 2021 that aimed to generate interests from the private sector for this purpose.
- Section 4 This disposition is to be carried out pursuant to the provisions of Republic Act (R. A.) No. 7227 (The Bases Conversion and Development Act of 1992), as amended, Executive Order No. 62 prescribing the policies and guidelines to implement R. A. 7227, Executive Order No. 429, s. 1997 amending Executive Order No. 62 s. 1993, Republic Act 7652 (Investors' Lease Act), R. A. No. 7042 (The Foreign Investments Act), R. A. No. 9513 (Renewable Energy Act of 2008), and other relevant laws, Executive Orders, and rules and regulations, to the extent applicable.
- Section 5 The Department of Energy (DOE) promulgated on November 15, 2022 Department Circular No. DC2022-11-0034 which amended Section 19 of the Implementing Rules and Regulations (IRR) of the R. A. No. 9513 and removed the nationality requirement imposed on the business engaged in the exploration, development and utilization of solar, wind, hydropower and ocean energy thereby allowing entry of foreign capital into the country's renewable energy industry.
- Section 6 This bidding is being administered by the Asset Disposition Committee for New Clark City's Solar Power Plant Development (the ADP-Com) of BCDA whose decisions or actions shall be subject to the approval of the BCDA Board of Directors.

ARTICLE II
BACKGROUND OF THE PROPERTY

- Section 1 **Description of the Property.** The Property has a total land area of the thirty-seven (37) hectares, more or less. It is located in the northernmost portion of the NCC which is also outside the master planned area. The Property is bounded by Barangays Bueno,

O'Donell, Moriones, and Aranguren. It is situated at latitudes 15°21'56.72"N and longitudes 120°29'47.42"E. Location Map and the Technical Description of the Property is attached as **Annexes A and B**.

Section 2 **Status of the Property.** The whole 9,450-hectare area of the NCC, pursuant to Proclamation No. 163, is part of the Clark Special Economic Zone (CSEZ) which was transferred to BCDA by virtue of R. A. 7227.

The Property is part of NCC which is registered in the name of BCDA under Original Certificate of Title (OCT) No. 043-2016000069 (**Annex C**).

The Property has existing structures and is currently being occupied by Project-Affected People (PAPs) who, generally, utilizes the same for farming activities. In addition, a number of these PAPs have residential structures within the Property. For reference, please refer to **Annex D**.

Section 3 **Land Uses for the Property.** The NCC Comprehensive Master Development Plan (CMDP), Design Standards and Guidelines (DSG), and Declaration of Covenants, Conditions, and Restrictions (DCCR), adopted and approved by the BCDA, envisions and sets the blueprint for the NCC to be developed as a people-centric, business-friendly, sustainable and green mixed-use metropolis with low, medium and high-density developments.

In accordance with the NCC CMDP, the Property is within the assigned White Zone, and any developments thereto shall be subject to BCDA's approval. Accordingly, the BCDA Board has determined that the Property is most suitable to be developed as a large-scale solar Photovoltaic (PV) power plant including support facilities based on the market sounding conducted by BCDA.

The overall development of the Property shall adhere to the NCC CMDP, DSG, DCCR and other parameters set by BCDA.

Section 4 **Restrictions on the Property.** As advocated in the CMDP, the Property is to be developed in accordance with the principles of people-centric, business-friendly, sustainable and green developments.

All constructions and modifications of building plan, site, and design shall subscribe to the minimum standards jointly agreed by the Parties, the standards and objectives of the NCC CMDP, DSG, DCCR, the National Building Code, the Fire Code and other relevant laws, rules, regulations and issuances of the agencies of the National/Local Government, both existing and in the future.

The stricter rule and/or regulation shall prevail in the event of any conflict or inconsistency among the NCC CMDP, DSG, DCCR, the National Building Code, the Fire Code and other relevant laws, rules, regulations and issuances of the agencies of the National/Local Government.

The Winning Bidder shall use the Leased Property exclusively for the development of the large-scale solar Photovoltaic (PV) power plant with a minimum capacity of 25 megawatts (MW) including support facilities. The Winning Bidder shall commence the development of the large-scale solar PV power plant within three (3) years from

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signing of the Contract of Lease and start its Commercial Operations on or before the third anniversary of the signing of the contract. Any violation of this provision shall give the Lessor the right to automatically terminate the Contract of Lease without need of judicial intervention and action.

Section 5 **Environmental Preservation.** All developments to be undertaken in the NCC shall incorporate and complement the site's natural topography, hydrology, and ecosystem. As such, all developments should comply with environmental laws and implement green and sustainable design and technologies.

**ARTICLE III
MODE OF DISPOSITION, MINIMUM BID PARAMETER, AND MINIMUM INVESTMENT**

Section 1 BCDA is offering the Property on an "*as is, where is*" basis for long-term lease and development for a period of twenty-five (25) years (Initial Lease Period), commencing on the signing of the Contract of Lease (draft attached as **Annex E**), renewable for a maximum period of twenty-five (25) years, upon mutual agreement of the Parties. For this purpose, any negotiation for renewal may not start earlier than two (2) years prior to the expiration of the existing lease term, unless a strong reason justifies an early renewal, subject to the approval of BCDA.

Section 2 The **Bid Parameters** shall be as follows:

- a. The **Subject of the Bid** shall be the highest Net Present Value (NPV) to be computed using the following parameters:
 - a.1 Discount Rate of eight percent (8%);
 - a.2 Minimum Lease Rate of Seventy Pesos (Php70.00) per square meter per annum for Years 1 – 12;
 - a.3 Advance Lease of two (2) years to be applied for Years 3 and 4;
 - a.4 Lease Free Period for Years 1 - 2; and
 - a.5 NPV computation including Years 0 -12.
- b. **Escalation Rate.** The annual Fixed Lease shall be subject to an escalation rate of five percent (5%) every year beginning the Year 13 until Year 25 based on the proposed Year 12 fixed lease.
- c. **Share on Gross Revenues.** In addition to the annual lease payment, BCDA shall be entitled to a percentage share of two-percent (2%) of the actual gross revenues of the Winning Bidder upon the start of Commercial Operations. Commercial Operations refer to the completion date of testing and commissioning on which the Winning Bidder can start selling or utilizing the produced electricity.

For the purpose of determining the BCDA's share, the gross revenue of the Winning Bidder shall include the proceeds resulting from the sale of the renewable energy produced to off-takers through Power Supply Agreement (PSA) or Wholesale Electricity Spot Market (WESM), utilized electricity for its own commercial operations using the PSA rate, and other income incidental to and arising from the renewable energy generation, transmission, and sale of electric power.

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Section 3 **Minimum Capital Investment.** The Winning Bidder should commit a minimum capital investment in the amount of One Billion Pesos (Php1,000,000,000.00) prior to its Commercial Operations.

In relation to the project development and implementation, the Winning Bidder shall submit to BCDA quarterly investment reports supported by relevant documents fifteen (15) days after the ensuing quarter.

Section 4 **Ownership, and Return of the Leased Property.** The Winning Bidder shall turnover and automatically transfer to BCDA, in good and operating condition, the ownership of all permanent structures, facilities, and improvements introduced by the Winning Bidder on the Leased Property, at no cost to BCDA, at the:

- a. expiration of the initial lease period, regardless of any exercise by the Winning Bidder of the option to renew the lease period; or
- b. termination of the Contract of Lease.

**ARTICLE IV
LEASE PAYMENTS, TERM, AND RENEWAL**

Section 1 **Advance Lease.** Upon signing of the Contract of Lease, the Winning Bidder shall remit to BCDA a non-refundable Advance Lease equivalent to two (2) annual lease payments. The Advance Lease shall be applied as lease payments for the 3rd and 4th years of the lease period.

Section 2 **Rent-free Period.** The Winning Bidder shall have a rent-free period for two (2) years from the signing of the Contract of Lease. Nevertheless, the Winning Bidder shall pay the corresponding cost of the utilities, Common Use Service Area (CUSA)/Estate Management fees and other cost of operations.

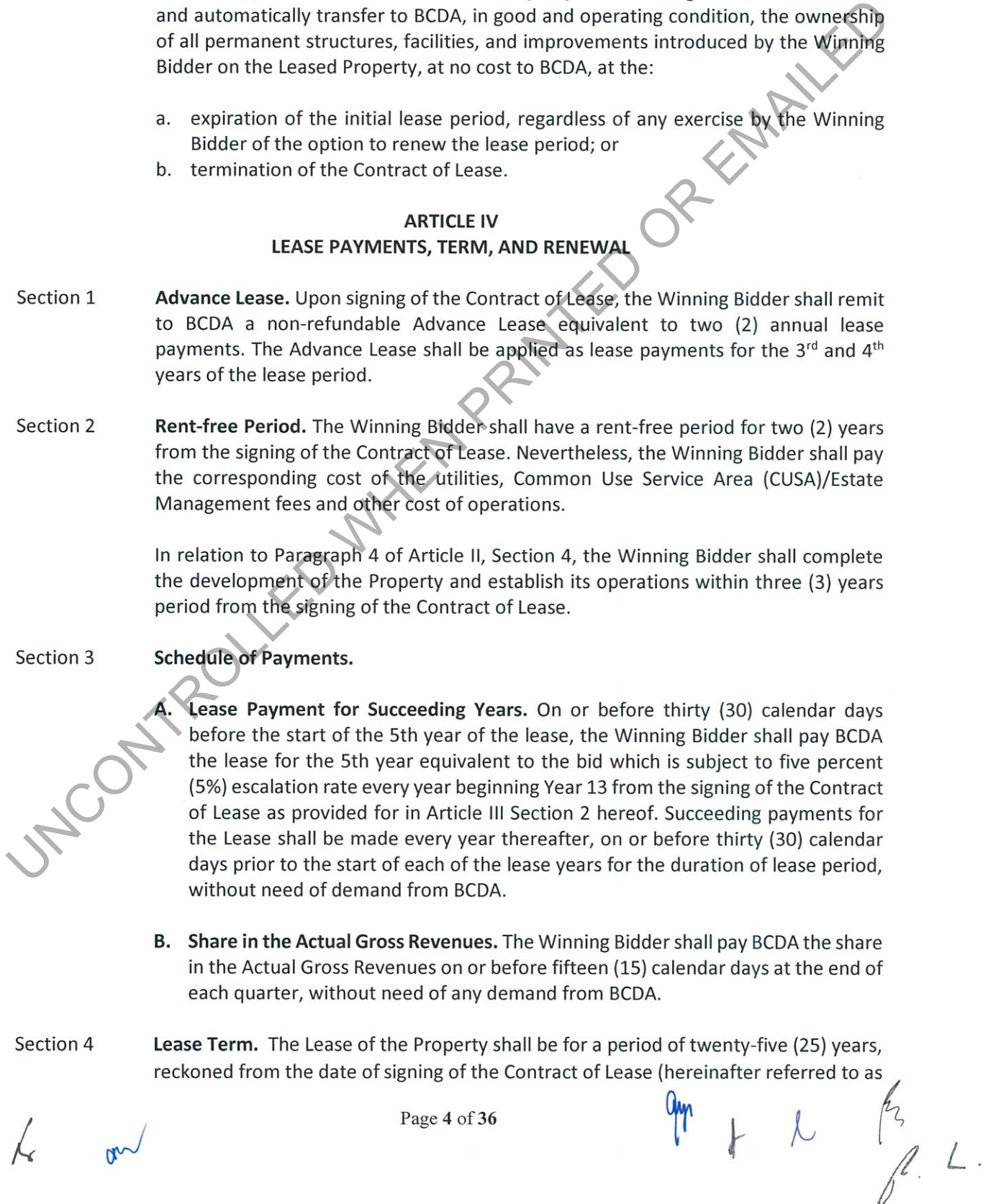
In relation to Paragraph 4 of Article II, Section 4, the Winning Bidder shall complete the development of the Property and establish its operations within three (3) years period from the signing of the Contract of Lease.

Section 3 **Schedule of Payments.**

A. Lease Payment for Succeeding Years. On or before thirty (30) calendar days before the start of the 5th year of the lease, the Winning Bidder shall pay BCDA the lease for the 5th year equivalent to the bid which is subject to five percent (5%) escalation rate every year beginning Year 13 from the signing of the Contract of Lease as provided for in Article III Section 2 hereof. Succeeding payments for the Lease shall be made every year thereafter, on or before thirty (30) calendar days prior to the start of each of the lease years for the duration of lease period, without need of demand from BCDA.

B. Share in the Actual Gross Revenues. The Winning Bidder shall pay BCDA the share in the Actual Gross Revenues on or before fifteen (15) calendar days at the end of each quarter, without need of any demand from BCDA.

Section 4 **Lease Term.** The Lease of the Property shall be for a period of twenty-five (25) years, reckoned from the date of signing of the Contract of Lease (hereinafter referred to as



the Initial Lease Period), renewable for a maximum period of twenty-five (25) years upon the Parties' mutual agreement.

Section 5 **Lease Renewal.** The Parties, upon mutual agreement, may opt to renew the lease subject to submission by the Winning Bidder of a Letter of Intent to renew the lease at least two (2) years prior to the expiration of the Initial Lease Period.

The Lease Renewal of twenty-five (25) years shall have a new lease rate equivalent to the fair rental value of the land and improvements based on a third-party appraisal by three (3) independent appraisal companies, which are acceptable to BCDA and the Winning Bidder.

Section 6 **Late Payment of Lease and Share in the Actual Gross Revenues.** The Winning Bidder shall pay interest on late payment equivalent to six percent (6%) per annum, until the relevant payment is paid in full. Without prejudice to BCDA's right to collect interest above, failure of the Winning Bidder to pay the rentals on time for at least one quarter shall be sufficient grounds for BCDA to terminate the Contract of Lease.

Section 7 **Taxes.** The Winning Bidder shall be responsible for the payment of Creditable Withholding Tax (CWT), Value-Added Tax (VAT), Documentary Stamp Tax (DST) for the execution of the Contract of Lease, Real Property Tax (RPT) for the Leased Property, permanent structures and improvements, and any applicable taxes and fees related to the Contract of Lease, and its renewal, if any, and the lease payments to BCDA.

**ARTICLE V
RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

Section 1 **Rights and Responsibilities of the Winning Bidder**

The Winning Bidder shall:

- 1.1 Strictly comply with all the terms and conditions of the Contract of Lease and maintain all warranties and representations in good standing for the duration of the contract period;
- 1.2 Undertake planning, construction, financing, development, and operation and maintenance of the Leased Property with a minimum capacity of 25 megawatts (MW) including support facilities upon signing of the Contract of Lease;
- 1.3 Submit to BCDA, for approval, its Development Plan for the Property within three (3) months, from the signing of the Contract of Lease which takes into consideration the Winning Bidder's Minimum Investment Commitment for the Project. The BCDA-approved Development Plan shall be made an integral part of the Contract of Lease;
- 1.4 Strictly comply with the proposed development and land use, subject to BCDA approval and the development restrictions for the Property as set in this Terms of Reference, specifically under Article II Sections 3 and 4;

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- 1.5 Clear the property and pay the financial assistance of the Project Affected Persons (PAPs), if any, in accordance with the schedule of payment and/or Financial Assistance (FA) assessment to be provided by BCDA once actual number of PAPs are determined through actual survey of the property conducted jointly by BCDA and the Winning Bidder post contract signing;
- 1.6 Submit to BCDA, upon signing of the Contract of Lease, a Performance Security in any of the prescribed forms as provided for in the Contract of Lease to guarantee the faithful compliance by the Winning Bidder with the BCDA-approved Development Plan and its Minimum Investment Commitment to the Project, and other obligations under the Contract of Lease;
- 1.7 Pay, at its sole account, all applicable taxes and fees in relation to Article IV, Section 7, and those that may be imposed by law during the entire term of the Contract of Lease. Where any tax is required by law to be withheld from payment to BCDA, the Winning Bidder shall submit a certificate of the taxes withheld at the time of payment to BCDA, otherwise, any such taxes withheld will not be considered as authorized deduction;
- 1.8 Provide security of the Property upon delivery of possession and/or turnover of the Property. The security may be delegated to one or more third party contractors appointed in accordance with applicable law;
- 1.9 Turn-over/transfer ownership of permanent structure/s, facilities and other improvements introduced by the Winning Bidder on the Property to BCDA, at no cost to BCDA, upon termination of the Contract of Lease due to breach of contract, default or upon expiration of the lease term. Lease term shall include the lease renewal if option is exercised by the Winning Bidder and agreed by BCDA;
- 1.10 Submit an executed offtake agreement from the party buying the Winning Bidder's energy output and other related products within twenty-four (24) months after signing the Contract of Lease;
- 1.11 Secure, at its own cost, the right-of-way (ROW) of transmission lines along the public road to the proposed tie-in point for the project before the Department of Public Works and Highways (DPWH) or other relevant Government agency. Should the Winning Bidder require ROW of transmission lines within the NCC, the same shall be subject of a separate agreement between BCDA and the Winning Bidder;
- 1.12 Obtain all relevant government approvals and consents for the construction and development of the Project Site;
- 1.13 Provide and construct, at its own cost, power supply, water supply, waste water management, sewage, telecommunication connections and other infrastructure requirements on the Property to the utility tapping points provided by BCDA through its utility partners. The plans shall be submitted to BCDA for review and approval; and

- 1.14 Not sell, assign, transfer, mortgage, pledge or encumber or otherwise modify or dispose of the leasehold rights, ownership, or obligations under the Terms of Reference and the Contract of Lease, without the prior written approval of the BCDA.

Section 2 Rights and Responsibilities of BCDA

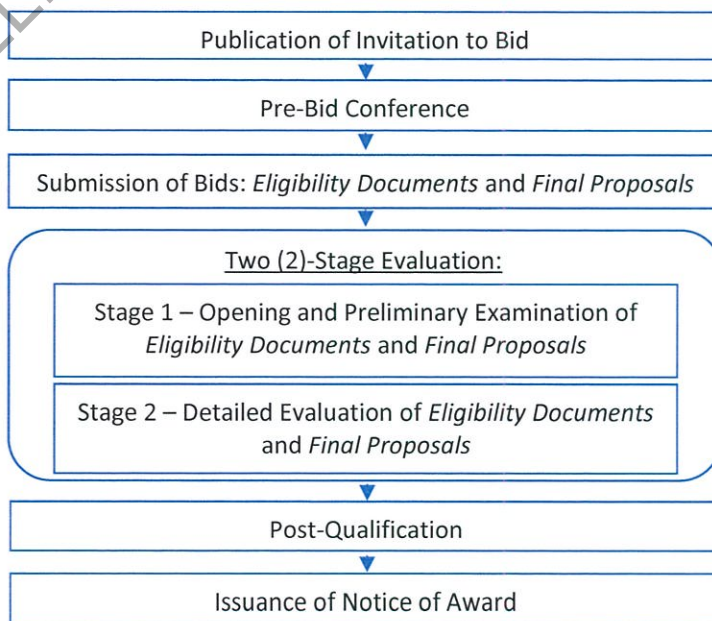
The BCDA shall:

- 2.1 Give the Winning Bidder the sole right to develop, operate and manage the Property, subject to the restrictions and terms and conditions of the agreements entered into between BCDA and the Winning Bidder;
- 2.2 Deliver possession of the Property to the Winning Bidder on an "as-is, where-is" basis upon the execution of the Contract of Lease and full payment of the payment terms stipulated in the Contract of Lease. The "as-is, where-is" clause shall include payment by the Winning Bidder of the financial assistance to clear the Property of all project-affected peoples (PAPs) or claimants, if any; and
- 2.3 Retain the option to terminate the Contract of Lease in relation to Article II, Section 4, without the need to reimburse the actual expenses incurred, should there be any.

Section 3 The rights and responsibilities of BCDA and the Winning Bidder shall be governed by the provisions of this TOR and the Contract of Lease to be signed between the parties. In case of conflict or inconsistencies between the two documents, the TOR shall prevail over the Contract of Lease.

**ARTICLE VI
BIDDING PROCEDURE**

Section 1 Process Flow. The bidding follows the following process flow:



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Section 2 **Publication of Invitation to Bid.** BCDA shall publish the "Invitation to Bid" in three (3) newspapers or publications of general circulation, three (3) times within a week, as well as in the BCDA website (www.bcda.gov.ph). This shall serve to inform and invite prospective Bidders to the subject bidding.

Section 3 **Submission of Bids.** Bidders shall submit their bids comprising of their Eligibility Documents and Financial Proposals no later than the deadline specified in Section H Timetable of Activities. The Eligibility Documents and Financial Proposals shall be submitted simultaneously in two (2) separate sealed envelopes. The two (2) envelopes should be appropriately marked as follows:

3.1 **Eligibility Documents.** This envelope should contain two (2) sets of the Eligibility Documents, as listed in Article VII Section 2.2. Each set should be properly marked as: "First Set: Eligibility Documents" and "Second Set: Eligibility Documents"; and

3.2 **Financial Proposal.** This envelope should contain two (2) sets of the Financial Proposal, as described in Article VII Section 3.3. Each set should be appropriately marked as: "First Set: Financial Proposal", and "Second Set: Financial Proposal".

Both envelopes containing the Eligibility Documents and the Financial Proposal must be sealed in an outer envelope (i.e., enclosed in one package), which must be properly marked with the following information:

- i) the title of the bidding for which the bid proposal is being offered; and
- ii) the name and address of the Bidder.

ARTICLE VII

ELIGIBILITY CHECK, EVALUATION OF BIDS AND SELECTION OF WINNING BIDDER

Section 1 BCDA shall adopt a two (2)-stage evaluation process.

1.1 **Stage 1** involves the opening and preliminary examination of the *Eligibility Documents* and the *Final Proposal* to determine completeness of documents submitted and sufficiency of data/information provided therein. The preliminary evaluation or examination shall involve a pass-fail criteria to determine the presence or absence of the documents required and the information stated thereon; and

1.2 **Stage 2** involves the detailed evaluation of the *Eligibility Documents* and the *Final Proposal* to determine compliance with all the requirements specified under this TOR.

Section 2 **Eligibility**

2.1 **Eligibility Criteria.** To be eligible, the Bidder must satisfy all of the following requirements:

- a. **Legal Capacity.** The Bidder must be a corporation duly-registered with the Philippine Securities and Exchange Commission (SEC) or its equivalent in the country of incorporation, joint venture or an unincorporated consortium. If the Bidder is a joint venture/consortium, it should also submit a copy of the duly-executed joint venture agreement/consortium agreement among all members of such joint venture/consortium showing the principal rights and obligations of the members, the extent of participation of each member, and their commitment to be jointly and severally liable to BCDA for their responsibilities under this TOR and the contract involving the Property.
- b. **Technical Capability.** The Bidder (or, in case of a joint venture/consortium, any member thereof) should have been in the business of solar power generation, design, and construction for at least five (5) years, and must have completed similar development projects with capacity of at least one hundred megawatts (100 MW), and project costs of not less than Php 1 billion, excluding the cost of the land.
- c. **Financial Capacity.** The Bidder must have adequate capability to finance the proposed development of the Property and meet all of its financial obligations to BCDA, which shall be measured in terms of the audited cash bank balance or credit line facility. The Bidder should have an available credit line of at least Five Hundred Million Pesos (Php500,000,000.00), supported by a Stand-by Letter of Credit, or in case of a joint venture/consortium, the aggregate available credit line of all members. In addition, the Bidder must obtain testimonial letter from two (2) reputable universal banks that the Bidder is banking with such banks and is in good financial standing with them. Lastly, the Bidder must have a net worth of at least Five Hundred Million Pesos (Php500,000,000.00) evidenced by the Audited Financial Statements with stamped received by the Bureau of Internal Revenue (BIR) or the authorized BIR collection agency/bank.
- d. **Compliance Commitment.** The Bidder must commit to comply with: (1) the terms and conditions set in this TOR; (2) the Contract of Lease to be executed; (3) the development restrictions of the Property; and (4) 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, both existing and in the future.
- e. **No Default.** The Bidder (and all its joint venture/consortium members), its parent company, or its subsidiaries, or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA, or its subsidiaries, at the day of the submission of bids.

- f. **No Pending Case.** The Bidder (and all its consortium members or joint venture partners/nominated firm or assignee, in case of consortium or joint venture), its parent company, or its subsidiaries, or affiliates with common controlling shareholdings, if any, should not be involved in any case against BCDA and/or its affiliates and subsidiaries.
- g. **Timely and Complete Payment of Taxes.** The Bidder (and all its joint venture/consortium members) should have no tax liabilities in the Philippines. A Tax Clearance Certificate issued by the Bureau of Internal Revenue (BIR) National Office or, for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile, shall be required as part of the post-qualification process.
- h. **Bid Documents.** The Bidder must purchase the TOR (including bid forms and pertinent documents) for a non-refundable fee of Seventy-Five Thousand Pesos (Php75,000.00). Only those who have purchased the TOR (including bid forms and pertinent documents) shall be entitled to participate in this bidding and receive Bid Bulletins or official responses from the ADP-Com. The payment for the TOR must be rendered in the form of a manager's check.
- i. **No Misrepresentation.** Any misrepresentation in the submitted documents of the Bidder shall result in disqualification.

2.2 **Eligibility Documents.** To be eligible, Bidders must submit the following documents described in the attached Checklist (**Annex F-1** and **Annex F-2**):

- a. Duly notarized Eligibility Statement or Joint Eligibility Statement (format attached as **Annex G-1** or **Annex G-2**, as applicable) which shall include the following information in support of the Bidder's eligibility;
- b. Bidder's Profile (format attached as **Annex H-1** or **Annex H-2**, as applicable), which contains general organization and financial information about the Bidder. This should be accomplished by all members, in case of joint venture/consortium;
- c. A summary of the Bidder's (or in case of a joint venture/consortium, of the member which meets the Technical Capability requirement) completed projects which are in the nature of similar development, including description, area of development, nature of the entity's participation, status of the project and the project cost;
- d. A statement of "no-default" on its financial or other obligations to BCDA or any of its subsidiaries;
- e. A statement of not having filed any case impinging on BCDA's performance of its mandate.
- f. A statement of no pending or unpaid tax liabilities in the Philippines;

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- g. A statement of acceptance of the qualification criteria established by BCDA, commitment to abide by the decision of the BCDA Board, and waiver of its right to seek legal remedies against BCDA, its Board of Directors, Officers, staff, consultants and authorized representatives/personnel in connection with this selection process;
- h. A statement attesting to the veracity of all information presented and authenticity of all documents submitted;
- i. A statement of affirmation of BCDA's anti-corruption policy; and
- j. If the Bidder is a joint venture/consortium, the Bidder must also submit a Joint Venture Agreement/ Consortium Agreement, which will include the following information:
- brief description of the joint venture/consortium, the individual members of the joint venture/consortium and the nature and extent of the participation (capital of each member in relation to the whole capital);
 - the authorized representative/lead member of the joint venture/consortium who is authorized by all the members to represent and sign any and all documents related to this bidding including the Contract of Lease with BCDA; and
 - agreement of all members to be jointly and severally liable for the obligations of the consortium under the award/contract.
- k. Certification from the bank/s reflecting the Bidder's cash balance or available credit facilities of the Bidder as of the month prior to the deadline set for the submission of bids (if a joint venture/consortium, the available cash balances or credit lines shall be the aggregate amount of all members).
- l. SEC Registration together with the General Information Sheet (GIS) of the Bidder for the latest applicable calendar or fiscal year (or all members in case of joint venture/consortium), or for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.
- m. Articles of Incorporation and By-Laws of the Bidder (or all members, in case of joint venture/consortium), and any amendments. For foreign corporations, the certified copies of the original Articles of Incorporation duly filed in the country of incorporation and duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.
- n. A Board Resolution or Secretary's Certificate of the Bidder (or all members, in case of a joint venture/consortium) expressly authorizing their participation in the bidding process, and appointing their authorized

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representative/s for this purpose. For foreign corporations, the required document should be duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.

BCDA requires that each and every joint venture/consortium member shall, as may be applicable, submit all of the above Eligibility Documents and shall be subject to the Eligibility Requirements.

Section 3 **Final Proposal.** The *Final Proposal* shall consist of the following:

- 3.1 **Final Bid Letter.** The Bidder shall submit a bid proposal in the form of **Annex I-1** or **Annex I-2**, as applicable, duly signed by its authorized representative, stating its bid for the Annual Lease Rate for the Property, which shall not be less than the amount stated in Article III Section 2. In addition, there shall be no pre-conditions to the payment of said sum, otherwise, the proposal shall automatically be declared non-complying and shall therefore be rejected outright.
- 3.2 **Financial Proposal.** The Financial Proposal shall consist of the computation of the NPV of the cash flows presented and computed in accordance with the prescribed format attached as **Annex I-3**.
- 3.3 **Bid Security** in the amount equivalent to ten percent (10%) of the Bid offered shall be submitted by the Bidder, which shall be in the form of bank manager's check or cashier's check. The Bid Security of all other Bidders shall be returned without interest upon signing of the Contract of Lease between BCDA and the Winning Bidder, unless otherwise forfeited under Article X Section 9.

Section 4 **Evaluation of Bids**

- 4.1 **Preliminary Examination of Bids.** On the date and time specified in the Timetable of Activities, the sealed envelope containing the Eligibility Documents shall be opened by the ADP-Com to determine completeness of documents and sufficiency of data/information provided therein.

Only those Bidders determined by the ADP-Com during the preliminary examination to have submitted complete Eligibility Documents under this TOR shall be qualified for the opening of their Financial Proposals. Those Bidders determined by the ADP-Com to have failed to submit complete Eligibility Requirements shall automatically have their Financial Proposals returned to them unopened.

The ADP-Com shall open the Financial Proposals to determine compliance with the requirements under Article VII Section 3. of this TOR. Financial Proposals that are found to be non-complying shall be automatically rejected, and the Bid Security shall be immediately returned to the concerned Bidder.

- 4.2 **Detailed Evaluation of Bids.** Within the period specified in the Timetable of Activities, the ADP-Com shall conduct a detailed evaluation of the Eligibility Documents and Financial Proposals submitted. The Financial Proposal shall be

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evaluated based on the resulting NPV for the Years 1 to 12, computed using the discount rate at eight percent (8%) in the template provided by BCDA. The basis for the NPV computation shall not be lower than the minimum lease prescribed under Article III Section 2a, otherwise, the proposal shall be automatically rejected. The Bids that have satisfied all the requirements of this TOR shall be ranked based on the bid amount for the Annual Lease Rate of the Property and the amount of the NPV, as verified. In case of conflict between the NPV computed by the Bidder and the NPV computed by BCDA, the latter shall prevail. The highest bid amount and NPV shall be declared the Highest Ranked Bid.

Section 5 BCDA reserves the right to review other relevant information affecting the proponent or the proposal at any time during the bidding and before the approval of the contract. Should such review uncover any misrepresentations made in the proposal documents, or any change in the situation of the Proponent, which affects the substance of his proposal, BCDA may disqualify the Proponent from obtaining any award/contract.

Section 6 BCDA further reserves the right to call off the bidding prior to acceptance of the bids and call for a new bidding under amended rules, and without any liability whatsoever to any or all the proponents, except the obligation to return the Proponent's Bond

Section 7 **Post-qualification**

7.1 The Bidder with the Highest Ranked Bid must pass a post-qualification process to verify accuracy and authenticity of all submitted documents and information, including submission of a *valid Tax Clearance Certificate* issued by the BIR, if the Bidder is a Partnership or Corporation. If the Bidder is an Individual, the Bidder's Income Tax Return (ITR) for the immediately preceding calendar year. Any material inconsistencies, errors or misrepresentations in the submitted documents shall be a ground for disqualification and forfeiture of the Bidder's Bid Security.

7.2 If the Bidder with the Highest Ranked Bid passed post-qualification, the Bidder's proposal shall be declared as the **Highest Ranked and Complying Bid**. The ADP-Com shall recommend to the BCDA Board to award the contract to said Bidder (Winning Bidder).

7.3 If the Bidder with the Highest Ranked Bid fails post-qualification, the ADP-Com shall notify the Bidder of the results thereof. As a matter of procedure, the ADP-Com shall subject the Bidder with the Second Highest Ranked Bid to undergo post-qualification process.

7.4 If the Bidder with the second Highest Ranked Bid passed post-qualification, the Bidder's proposal shall be declared as the Winning Bidder. However, if the Bidder with the Second Highest Ranked Bid fails post-qualification, the post-qualification process shall be repeated for the Bidder with the next highest ranked bid and so on, until a Winning Bidder is determined.

Section 8 **Award.** A Notice of Award (NOA) shall be issued to the Winning Bidder, inviting the Winning Bidder to execute the Contract of Lease with BCDA no later than the date specified in Timetable of Activities.

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**ARTICLE VIII
TIMETABLE OF ACTIVITIES**

Activities	Timetable
Publication of Invitation to Bid	06, 08, and 10 March 2023
Issuance of TOR and Bid Documents	08 March to 19 April 2023
Pre-Bid Conference	24 March 2023 <i>(BCDA Office at 2nd floor Bonifacio Technology Center, Taguig City)</i>
Deadline of Submission of Request for Clarification and Queries	03 April 2023
Guided Site Visit/Inspection	31 March, 11 April, and 17 April 2023
Last day of Issuance of Bid Bulletin	18 April 2023
Deadline for Submission and Opening of Bid Documents: <i>Eligibility Documents and Final Proposal</i>	21 April 2023, 12:00 Noon <i>(BCDA Office at 2nd floor Bonifacio Technology Center, Taguig City)</i>
Detailed Evaluation of Bids	24 to 30 April 2023
Announcement of Results of the Evaluation of Bids	02 May 2023
Post-qualification	03 - 26 May 2023
Issuance of the Notice of Award (NOA)	29 May 2023
Signing of the Contract	Within 30 days after NOA

The above is an indicative timetable which may change at the discretion of the ADP-Com or depending on the actual date of the BCDA Board meetings wherein the required approval shall be secured.

BCDA reserves the right to reset the date of the prequalification/bidding conference, the deadline for the submission of the prequalification documents, the date of the bidding or other pertinent activities or otherwise revise the timetable for the bidding or the date of announcement of the Winning Bidder at least two (2) calendar days prior to the respective deadlines/targets.

**ARTICLE IX
TAKE-OVER OF THE PROPERTY**

Section 1 The Winning Bidder shall authorize BCDA to enter the Property as the agent or attorney-in-fact of the Winning Bidder, without need of any judicial action, in the following instances:

- 1.1 The Property is abandoned, deserted or vacated within the duration of the Contract of Lease;
- 1.2 Violation of any of the terms of the Contract of Lease by the Winning Bidder; or
- 1.3 Non-payment of annual lease and variable percentage share of BCDA from the Gross Annual Revenues of the Winning Bidder.

BCDA shall further have the option to dispose the same to other parties as the agent of the Winning Bidder, to receive the payments thereof, and to apply the same to the

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emoluments due under the Contract of Lease, holding the Winning Bidder liable for any deficiency, without prejudice to any right of action against the Winning Bidder.

For purposes of this Section, the Property is considered to be abandoned, deserted or vacated if the Winning Bidder or its authorized representatives or beneficiaries has not within the lease period used or entered the Property for three (3) consecutive months without prior due notification to BCDA.

This section shall also not preclude BCDA from exercising its right/remedies that shall be set out anywhere else in this TOR or in the Contract of Lease for the Property, or any applicable law.

**ARTICLE X
OTHER MATTERS**

Section 1 **Amendments.** The information and/or procedures contained in this TOR may be amended or replaced at any time, at the discretion of the ADP-Com, subject to the approval of the BCDA Board, without giving prior notice or providing any reasons therefore. Should any of the information and/or procedures contained in this TOR be amended or replaced, the ADP-Com shall inform all Bidders of such amendments by way of a Bid Bulletin. To ensure that all Bidders are informed of any amendments to this TOR, all Bidders are requested to inform BCDA of their contact persons as well as contact telephone numbers and email addresses. In addition, receipt of all Bid Bulletins shall be duly acknowledged by each Bidder prior to the submission of bids and shall be so indicated therein.

Section 2 **Pre-Bid Conference.** Interested bidders are invited to attend a Pre-Bid Conference to discuss this TOR and other possible questions. The Conference shall be held in person and/or virtually on the date and time specified in the Timetable of Activities. In-person Conference, if the situation permits, shall be subject to the strictest health protocols, limited attendees and prior registration on a first-come, first-served bases. Any change in the Timetable of Activities, as well as resolutions and actions on the issues raised by the Bidders shall be embodied in a Bid Bulletin.

Section 3 **Requests for Clarifications.** Bidders are enjoined not to contact any employee or officer of BCDA, whether personally or through phone calls. All relevant inquiries and concerns shall be raised in writing and addressed only to the ADP-Com Chairperson at:

THE CHAIRPERSON

Asset Disposition Program (ADP) Committee
Bases Conversion and Development Authority
BCDA Corporate Center, 2/F Bonifacio Technology Center
31st Street, Crescent Park West, Bonifacio Global City
Taguig City, 1634, Metro Manila, Philippines

All clarifications and inquiries on the submission of Bids should be received by the ADP-Com on or before the date specified in this TOR.

Section 4 **Due Diligence.** BCDA is disposing the Property on an "As-is, Where-is" basis. Each prospective Bidder shall be solely responsible for its own due diligence of all matters

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relating to this TOR and the Property which may affect its valuation of the Property or the nature of its proposal. BCDA shall not be responsible for any erroneous interpretation or conclusion of the Bidder out of data furnished or indicated in this TOR and official eligibility and proposal forms, including any addenda, amendments or Bid Bulletins issued by the ADP-Com.

No verbal agreement or conversation with, nor any verbal clarification from any officer or employee of BCDA, the ADP-Com or any of their advisers shall affect or modify any of the terms and conditions contained in this TOR. Only amendments, supplements or clarifications to this TOR that are set down in writing and circulated to proponents by the ADP-Com shall be relied upon as authorized. Neither the BCDA, its Directors, Officers, staff, consultants and authorized representatives/ personnel may make any representation or warranty concerning any matter affecting this bidding except for the representations and warranties of BCDA that shall be set out in the Contract of Lease for the Property.

Section 5 **Failure of Bidding.** BCDA shall declare a failure of bidding in any of the following instances:

- 5.1 No bid is received;
- 5.2 No Bidder passed the preliminary examination of bids;
- 5.3 No Bidder qualified during detailed evaluation of bids;
- 5.4 No Bidder passed post-qualification;
- 5.5 The Winning Bidder refused to accept the award or enter into contract with BCDA; and
- 5.6 The happening of a fortuitous event or any reason beyond the control of BCDA, including but not limited to change in government policy, which prevents the completion of the contract or unduly delays its conclusion.

Section 6 **Appeal.** A Bidder determined as disqualified and/or whose bid has been found non-complying may file an appeal in writing (Notice of Appeal) to the BCDA Board of Directors. The appeal must be filed within seven (7) calendar days from receipt of the bid bulletin containing the questioned resolution. The Notice of Appeal shall be accompanied by a sworn statement and corresponding payment of a non-refundable appeal fee in the amount of Ten Million Pesos (PhP10,000,000.00), in the form of manager's check.

The bidding process will be suspended for a maximum period of thirty (30) calendar days while the appeal is being evaluated. The decision of the BCDA Board on the appeal shall be final and immediately executory.

Section 7 **Confidentiality of Bids.** All bids and accompanying documents shall be treated as confidential. Both parties shall hold any and all confidential information in strict adherence and will not disclose or use any confidential information or any part of it except for the proper performance of the party's obligations under the TOR.

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Section 8 **Waiver of Right to Seek Legal Remedies.** BCDA, its Board of Directors, Officers, staff, consultants, and authorized representatives/personnel shall be held free and harmless from any liability, costs and expenses arising from the participation by the Bidders in this bidding process. All Bidders, in participating in the bidding, waive all rights to seek legal action (e.g. Temporary Restraining Order, lawsuits, etc.) to prevent BCDA from awarding and executing a contract with the Winning Bidder or against any decision of the BCDA in connection with the evaluation, award, suspension or termination of the bidding process.

Section 9 **Forfeiture of Bid Security.** Any of the following shall be ground for the forfeiture of the Bid Security in favor of BCDA upon certification by the ADP-Com:

- 9.1 Any material misrepresentation, error and/or fraudulent declaration made by the Bidder in the bid documents or any of the required attachments discovered at any time after the preliminary examination of bids;
- 9.2 Withdrawal or modification, whether conditional or otherwise, of the proposal after the deadline for the submission of bids;
- 9.3 Failure or refusal of a Winning Bidder to enter into a Contract of Lease with BCDA within the prescribed period;
- 9.4 Any judicial or extrajudicial action by the Winning Bidder that shall delay the execution of the Contract of Lease and/or its compliance with its obligations as set out in this TOR; and
- 9.5 Any circumstance or reason that provides BCDA reasonable and valid basis to believe that the Bidder is or has been rendered incapable of completing its obligation, as proposed.

The decision of the BCDA Board shall be final.

Section 10 **Anti-corruption Policy.** The Bidders, their Directors and Officers are prohibited from communicating with or contacting, directly or indirectly, any of BCDA's Directors, Officers, staff, consultants and authorized representatives/personnel on matters concerning the bidding for the entire duration of the bidding process except for queries and clarifications of proposal which must be in writing and addressed to the ADP-Com Chairperson.

The Bidders shall not offer or give, directly or indirectly, any amount, benefit or advantage to any Director, Officer, employee, consultant or authorized representative/personnel of BCDA. Violation of this policy shall be a ground for disqualification or revocation of the award, if any, without prejudice to damages that BCDA may recover for any loss or damage that may result therefrom.

Section 11 **Qualifications and Waivers.** BCDA reserves the right to reject any or all bids and its decision shall be final. BCDA reserves the right to review all relevant information affecting the Bidder or the proposal before the execution of the Contract of Lease. BCDA may disqualify the Bidder or suspend/terminate the bidding process or declare a failure of bidding should such review uncover any misrepresentation, error, mistake

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or fraud in any of the submitted documents or information or evaluation which affects the substance of its proposal.

BCDA further reserves the right to call off the bidding at any stage prior to the signing of the Contract of Lease and call for a new bidding under amended rules, without any liability whatsoever to any and all the Bidders. In such a case, the Bid Security shall be returned to the Bidder.

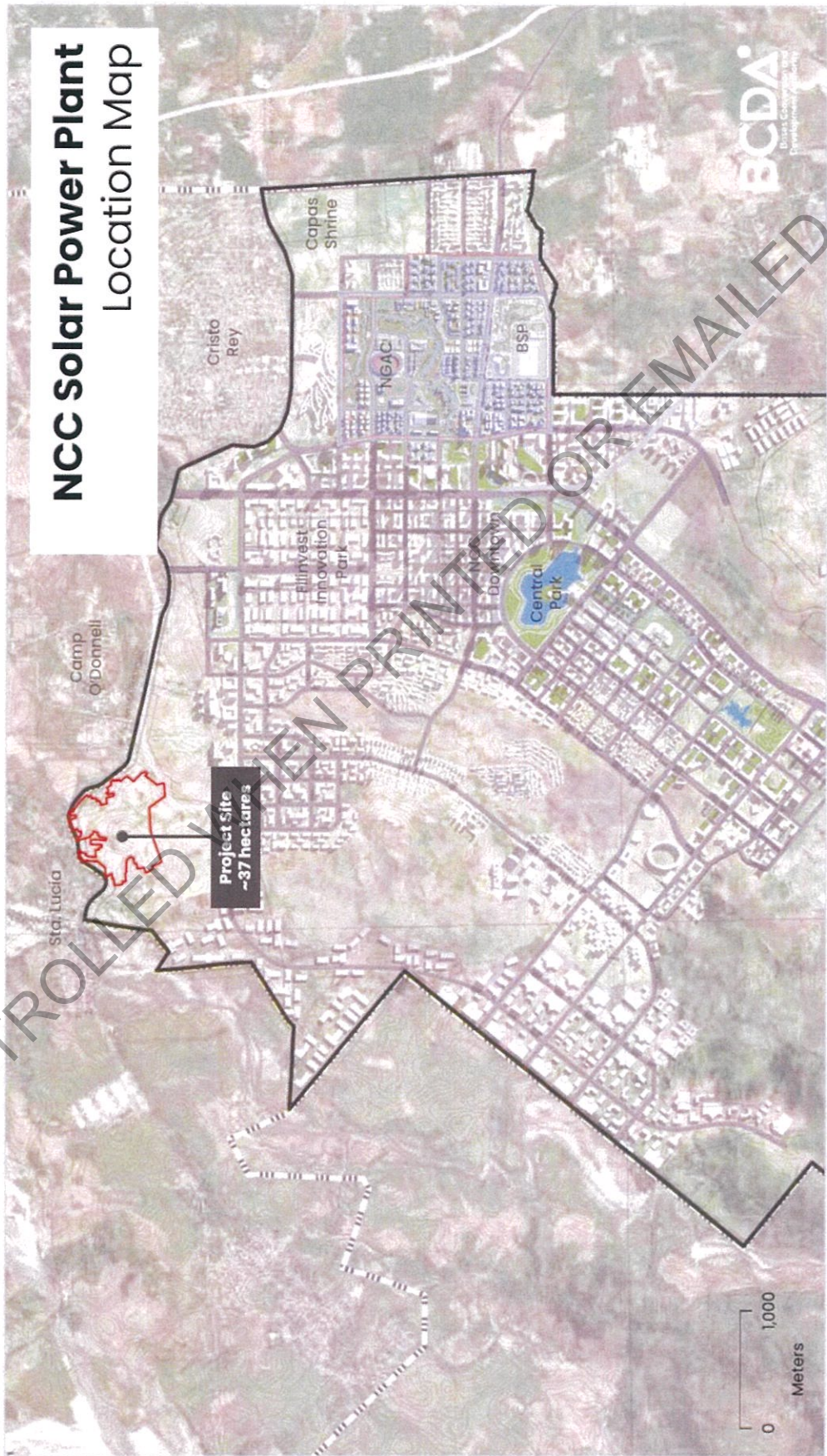
Section 12

Interpretation of Documents. This TOR and all its Annexes have been crafted with a view toward a fair, transparent and competitive bidding to dispose of the Property through lease. Any ambiguity or conflict between the TOR, its Annexes and Contract of Lease, shall be resolved toward fulfilling the intent of this privatization and interpreted in the following order:

1. Term of Reference
2. Annexes of the Terms of Reference
3. Contract of Lease

- End -

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ANNEX C (Copy of the Original Certificate Title of the Property)

Judicial Form No. 45-D
(Revised Feb. 2013)

2015014529626

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUEZON CITY
Registry of Deeds for Province of Tarlac

Original Certificate of Title
OWNERS DUPLICATE - OWNERS DUPLICATE - OWNERS DUPLICATE - OWNERS DUPLICATE - OWNERS DUPLICATE
No. 043-2016000069

Entered in accordance with Section 103 of P.D. 1529, of the Republic of the Philippines pursuant to a patent issued by the President of the Philippines, at City of Manila on Jun 29 2016 and spread in the records of the Bureau of Lend as follows:

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:
WHEREAS, Section 3 of Republic Act (RA) No. 7227, provides that "there shall be a body corporate to be known as the Bases Conversion and Development Authority (BCDA), hereinafter referred to as the Conversion Authority, which (continue on next page)

Owner: BASES CONVERSION DEVELOPMENT AUTHORITY, A GOVERNMENT OWNED AND CONTROLLED CORP., CREATED BY VIRTUE OF REPUBLIC ACT NO. 7227 AS AMENDED

Address: BCDA CORPORATE CENTER, 2/F BONIFACIO TECHNOLOGY CENTER, 31ST STREET CORNER 2ND AVENUE, BONIFACIO GLOBAL CITY, TAGUIG, METRO MANILA

TO HAVE AND TO HOLD, the said tract of land with appurtenances thereunto of rights belonging unto the BASES CONVERSION AND DEVELOPMENT AUTHORITY (CLARCK GREEN CITY), situated in Municipalities of Capas and Bamban, Province of Tarlac, Island of Luzon.

IN TESTIMONY WHEREFORE, and by the authority vested upon me by law, I, BENIGNO S. AQUINO III, President of the Republic of the Philippines have caused these letters to be made PATENT and the seal of the Republic of the Philippines be hereunto affixed.

(Continued on next page)

Given under my hand at the City of Manila, on this 29th day of June, 2016.

BY AUTHORITY OF THE PRESIDENT OF THE PHILIPPINES
PAQUITO N. OCHOA, JR.
EXECUTIVE SECRETARY

Transcribed in the "Registration Book" for Province of Tarlac, pursuant to the provisions of Section 103 of P.D. No. 1529 on the 11th day of OCTOBER 2016 at 02:58pm.

RONNEL T. TABARA
REGISTER OF DEEDS



ANNEX D (Map of the Property with Project-Affected People)



SOLAR FARM

Location: Brgy. Sta. Lucia, Capas, Tarlac

Legend

- a. NEW CLARK CITY
- b. SOLAR FARM
- c. RECOVERED

Project Area - 377 Hds.
 No. of Parcels - 54 (actual number subject to validation)
 No. of PAPs - 46 (actual number subject to validation; some PAPs have no structures)
 No. of Structures - 14 (actual number subject to validation)
 No. of Structures with no census survey - 14
 No. of Recovered Parcels - 3

Name of PAPs:

1. Yumul, Paulo S.
2. Manalad, Jonathan S.
3. Dizon - Jaime S (C1)
4. Dizon, Jaime (C2)
5. Velasquez, Arsen C.
6. Aroco, Ronald P. (C1)
7. Velasquez, Alex
8. Ventura, Hector
9. Quambao, Florita
10. Lamon, Lila
11. Yalaco, Rommel
12. San Diego, Gloria
13. Manguiara, Laine
14. Manguiara, Maria C. (C1)
15. Leones, Wilfredo M.
16. Medina, Leocadio M.
17. Manguiara, Maria C. (C2)
18. Manguiara, Romeo C.
19. Manguiara, Sonny
20. Guillermo, Ed L.
21. Torales, Adelina (C1)
22. Liberato, Jossie
23. Bacani, Cesar
24. Bacani, Marcos
25. Torales, Ramon (C1)
26. David, Lucia Nestor
27. Bacani, Reynaldo T. (C1)
28. Bacani, Teresita
29. Legman, Conrado
30. Dizon, Jaime (C3)
31. Bacani, Reynaldo (C2)
32. Valerio, Laine (C1)
33. Cortez, Nestor
34. Cortez, Rocky
35. Siliaco, Pablo
36. Carjiles, Leodigiano
37. Carjiles, Arturo
38. Carjiles, Jaime

PAPs with Structure

1. Torales, Jose (within parcel no. 47)
2. Torales, Nelson (within parcel no. 40)

Note: PAPs whose names are in blue-colored text have structures.

39. Cortez, Rodolfo (C1)
40. Torales, Marcos (C1)
41. Aroco, Ronald P. (C2)
42. Reyes, Angelito
43. Pineda, Rogelio M.
44. Torales, Adelina (C2)
45. Ramos, Joseph
46. Torales, Ramon (C2)
47. Torales, Marcos (C2)
48. Mallari, Rendi
49. Bata, Lino
50. Medina, Elmer
51. Cortez, Rodolfo (C2)
52. Velasquez, Bernard
53. Unidentified
54. Valerio, Laine (C2)

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DRAFT CONTRACT OF LEASE (COL)

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CONTRACT OF LEASE

(DRAFT)

KNOWN ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** (Contract), made and entered into this ____ day of _____ 202__, in Metro Manila, Philippines, by and between:

The **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 by its President and Chief Executive Officer, **AILEEN ANUNCIACION R. ZOSA**, who is authorized for this purpose by the BCDA Board of Directors through Board Resolution No. _____, evidenced by Secretary's Certificate dated _____, a copy of which is attached as **Annex A**, hereinafter referred to as the **BCDA** or the **LESSOR**;

and

_____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at _____ Philippines, represented by _____, who is authorized for this purpose by the Board of Directors of _____, evidenced by the Secretary's Certificate dated _____, copies of which are attached as **Annex B**, hereinafter referred to as the **LESSEE**.

(BCDA and the LESSEE are individually referred to as a Party and collectively as the Parties.)

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ANTECEDENTS:

BCDA is among the prime movers of national development. The BCDA is mandated under Republic Act No. 7227 to transform former US military bases and local Metro Manila camps into alternative productive civilian uses and premier centers of economic growth in partnership with the private sector with integrity, excellence, and stewardship of government resources.

BCDA engages in public-private partnerships to push forward vital public infrastructure including tollways, airports, seaports, and major real estate developments, all for the upliftment of the quality of life of the Filipinos.

BCDA is implementing the New Clark City (NCC) project in Capas, Tarlac, a flagship project of the National Government (NG) of the Republic of the Philippines. The NCC is a 9,450-hectare metropolis set to rise in the northern portion of the 36,000-hectare Clark Freeport and Special Economic Zone. This planned city landscape will be a new urban core north of Manila that will host businesses, domestic and international trade, conferences, research and development entities, regional tourism centers, national government offices and international headquarters.

Under Section 5 (c) of R.A. No. 7227, BCDA is vested with the power to enter into, make, perform, and carry out contracts of every class, and description, which are necessary or incidental to the realization of its purpose with any person, firm or corporation, private or public, and with foreign government entities.

[Background of the Company/Lessee/Winning Bidder].

The Lessee, was declared the Winning Bidder and consequently was awarded the Contract for the lease, development, operation and maintenance of ____ MW solar power plant (the Project) and BCDA is willing to lease its property exclusively for this purpose.

ACCORDINGLY, for and in consideration of the premises and the mutual agreements and covenants set out in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

LEASED PROPERTY

Section 1. Leased Property. – The LESSOR hereby transfers and conveys by way of lease in favor of the LESSEE a parcel of land situated in NCC with an area of **THIRTY-SEVEN (37)** hectares, more or less, (the **Leased Property**), as shown in and described in the map attached hereto as **Annex __** (the **Plan**). The Leased Property shall be devoted exclusively for the Project.

In the event that no suitable site shall be determined by the Parties after the conduct of the joint survey under Section 2 hereof, the Parties shall agree in writing to

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terminate this Agreement and the LESSOR shall not be held liable for any damages, charges, or costs incurred by the LESSEE except to return the amount received from the LESSEE for rentals or Security Deposit, if any, under Article IV (Lease Rate) of this Agreement.

Section 2. Turnover of the Property. – As soon as possible but not later than one (1) month from signing of this Agreement, the LESSOR and LESSEE shall commence the conduct of a joint survey to determine the metes and bounds of the Leased Property and conclude the same within (60) days from the commencement of the conduct of the joint survey. Within fifteen (15) days after the conclusion of the joint survey, the Parties shall execute a joint certification of the survey of the actual metes and bounds of the Leased Property (the **Joint Certification**). The conduct of the survey and the corresponding issuance of the Joint Certification shall be construed as actual knowledge on the part of the LESSEE of the metes and bounds of the Leased Property.


Upon the issuance of the Joint Certification by the Parties, the possession of the Leased Property is deemed transferred to LESSEE which shall have the obligation to secure the Leased Property for the entire duration of this Agreement.

Section 3. Easements Reserved. – The Property shall be burdened by an easement in favor of the LESSOR and/or its designated beneficiaries, successors and assigns for roadways, sidewalks, and utility purposes over that part of the Leased Property as may arise. The LESSEE shall have the right to utilize said easement areas, subject to the LESSOR's easement rights. The LESSEE shall have the right at its expense, to relocate utility lines and pipes to other locations on the Property or to the above-described easement areas so long as such relocation does not interfere with the continued operation of existing services and temporary disruptions do not extend beyond fifteen (15) days of each month. The LESSEE shall notify the LESSOR in writing on any intended relocation at least thirty (30) days prior to implementing the same.

Section 4. Inspection. – Subject to the Warranties of the LESSOR in Section 1, Article X (Lessor's Warranties) of this Agreement, the LESSOR leases the Leased Property to the LESSEE on an "AS-IS, WHERE-IS" basis. With effect from the date of the Parties' execution of the of the Joint Certification under Section 2 above, the LESSEE hereby declares that it has fully inspected the Leased Property and acknowledges that, save for any matters which could not be discovered on reasonable inspection, it is fully satisfied with the condition hereof. Subject to the Warranties of the LESSOR in Section 1, Article X (Lessor's Warranties) of this Agreement, the LESSOR make no warranty as to the condition, marketability, operational and structural capacity, or as to any defects of the Leased Property.

ARTICLE II

USE OF THE LEASED PROPERTY



Section 1. LESSEE's Rights. – The LESSEE shall have the right, by itself or through the agency of any employee, subcontractor or agent or any other person authorized by the LESSEE:

- a. to perform a Grid Impact Study and Distribution Impact Study in respect of the Project to determine the capacity of the local distribution and/or transmission network to accept the export of all electric power of the Project;
- b. to carry all works (the Works) for erection, installation, use, operation, maintenance, repair, replacement, upgrade, alteration, addition to re-sitting and renewal and removal within the Leased Property of all solar panels, support structures, fixing apparatus, poles, cabling, piping and cable trays, conducting media, combiner boxes, re-combiner boxes, inverters, transformers, meters, inverter/transformer structures, switchgears, and equipment, monitoring/surveillance equipment and all ancillary connection and other equipment for the Project (the Apparatus) using all machinery necessary to undertake such work;
- c. to install, run, maintain, repair, renew, replace, upgrade, use, inspect, alter, amend, remove and connect, in to media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services, and utilities, and all structures, machinery, and equipment, ancillary to those media (Service Media) within the Leased Property for any purposes connected with the Project, such as the installation, operation, connection and maintenance of its solar photovoltaic generation together with all other activities reasonably related or incidental to the operation and maintenance of a solar photovoltaic development (Permitted Use) together with a right to erect, maintain, renew, repair, connect into, remove and replace a connection, pole or poles;
- d. to use the airspace above the Leased Property and to all light and solar irradiation which would naturally reach the Leased Property with no interruption or obstruction;
- e. to obtain access both with and without vehicles, plant and machinery at all time to and from the Leased Property for the purposes of using the Leased Property for the Permitted Use and for carrying out the Works in the Leased Property together with a right of access on reasonable notice (except in cases of emergency when no notice shall be required) to such other parts of the adjoining land owned by the LESSOR as are necessary for the same purposes provided that the LESSEE will comply with such reasonable safety and security procedures as are required by the LESSOR and previously notified in writing to the LESSEE and provided that the LESSEE shall shoulder all costs of repairs

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and damages that may be incurred or sustained by the adjoining property as a result of the access or carrying of Works by the LESSEE; and

- f. to install, maintain, and use such security fencing services, and systems on the Leased Property as the LESSEE shall require for the protection of the Leased Property and the Apparatus or for the safety of the public and thereafter to maintain, renew, and replace the same.

Section 2. Export of Power and Renewable Benefits. – The LESSEE is solely entitled to all electric power from the operation of the Apparatus and to receive any feed in tariffs or other payments related to such generation. All current and future renewable benefits, including any environmental credits, allowances, certificates or registrable rights, associated with availability, capacity and generation from the Apparatus (the Renewable Benefits) shall vest in the LESSEE and the LESSOR will, without any cost to be incurred by it, shall extend the reasonable assistance as requested by the LESSEE in connection with any application for Renewable Benefits and authority to sell power from the appropriate government agencies and will not unreasonably withhold or delay the execution, acknowledgment and/or issuance of any and all the documents that may be necessary in connection with the LESSEE's application for Renewable Benefits.

Section 3. Limitations on the Use. – The LESSEE shall use the Leased Property exclusively for the development of a solar electric power generating facility as may be applicable under RA 9513, the "Renewable Energy Act of 2008" and the Permitted Use provided in the Comprehensive Master Development Plan (CMDP) which was developed in accordance with the principles of "green, smart, and disaster-resilient developments". In addition:

- a. the LESSEE shall not devote the Leased Property to any purpose other than the Permitted Use without prior written consent of the LESSOR;
- b. the LESSEE shall secure all necessary permits, licenses and clearances from the appropriate government agencies to ensure that its operations in the Leased Property comply with existing rules and regulations (the **Consents**); and
- c. In case of pre-termination of this Agreement, provided that the LESSEE has fully settled all of its unpaid obligations under this Agreement, LESSEE shall not be entitled to recover all civil works and permanent improvements in the Leased Property, but shall be entitled to recover al Apparatus installed at the Leased Property.

ARTICLE III

LEASE PERIOD

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Section 1. Effective Date. – This Agreement shall be effective upon the signing of the Contract of Lease and the Payment of the following fees to the LESSOR:

- a. Advance Lease;
- b. Security Deposit; and
- c. Performance Security Bond.

Section 2. Lease Period. – The term of the Lease shall be for a period of twenty-five (25) years (the **Initial Lease Period**) from the Effective Date.

Section 3. Lease Renewal. – There shall be no tacit renewal of this Agreement, notwithstanding LESSEE's continuous possession of the Leased Property for any period of time after the expiration of the term of this Agreement, or pending negotiations for the renewal of this lease. Subject to existing laws and mutual agreement of the Parties in writing, the lease may be renewed for another twenty-five (25) years commencing from the day immediately following the expiry of the Initial Lease Period.

To open negotiations for the renewal of this Agreement, LESSEE shall notify the LESSOR of its intention to renew this Agreement, which notice must be made in writing not earlier than two (2) years but not later than one (1) year prior to the expiration of this Agreement. This notice shall be without prejudice to LESSOR's right to evaluate the advisability of renewing the lease and LESSEE's continued suitability as a party to a renewal contract.

Negotiations shall continue until otherwise declared by either party to be terminated. During this period, the Agreement shall govern the Parties' pending negotiations for renewal.

Section 4. Return of the Leased Property. – The LESSEE shall, at the expiration or termination of this Agreement, remove within ninety (90) days all Apparatus from the Leased Property and deliver the Leased Property with all civil works and permanent improvements in the Leased Property to the LESSOR in good and tenantable condition in all respects, reasonable wear and tear excepted, at no cost to the LESSOR.

Should the LESSEE fail to vacate the Leased Property within the period prescribed above, the LESSEE shall pay the LESSOR an amount equivalent to Fixed Lease Payment, as defined under Section 1, Article IV (the Fixed Lease Rate) multiplied by the number of days of delay over 365 days. For the avoidance of doubt, no penalty shall be payable for the 90-day period provided to the LESSEE to remove all Apparatus from the Leased Property under the immediately preceding paragraph. The amount of such penalty shall earn interest at the prevailing legal rate from the date of expiration or termination of this Agreement until full payment thereof.

**ARTICLE IV
LEASE RATE**

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Section 1. Fixed Lease Rate; Fixed Annual Lease Payments. – The LESSEE shall not be liable to pay any lease payments for the first twenty-four (24) months from the Effective Date (the **Rent-Free Period**). The LESSEE shall pay to the LESSOR without need of demand the annual lease rental of _____ **PESOS AND 00/100 PHILIPPINE PESOS (Php___.00) per square meter**, multiplied by the actual area of the Leased Property based on the survey conducted and jointly accepted by the Parties in accordance with Sections 1 and 2, Article I (**Leased Property**) of this Agreement. The Fixed Lease Payment, after the application of the advance lease payment, shall be payable without the need of demand within the first five (5) days from each anniversary of the end of the Rent-Free Period and within the first five (5) days from each anniversary of the end of the Rent-Free Period. The Fixed Lease Payment is exclusive of Value Added Tax (VAT), which shall be for the account of and shall be remitted by the LESSEE to the LESSOR.

For the avoidance of doubt, a Schedule of the Fixed Lease Payment for the Initial Lease Period is set out in **Annex ___** of this Agreement.

Section 2. Advance Lease Payment. – Upon signing of this Contract of Lease, the LESSEE shall pay to the LESSOR an advance lease payment equivalent to two (2) years of the Fixed Lease Payment (as determined/computed in accordance with Section 1 hereof) in the form of cash, Manager's Check or Cashier's Check. The advance lease payment shall be applied for the first two (2) years of the lease reckoned from the end of the Rent-Free Period.

Section 3. Escalation Rate. – The Fixed Lease shall be subject to an escalation rate of five-percent (5%) every year beginning from the Year 13 until the Year 25 based on the proposed Year 12 Fixed Lease.

Section 4. Variable Lease Payments. – In addition to the Fixed Lease Payment, the LESSOR shall be entitled to a Variable Lease Payment exclusive of VAT equivalent to two percent (2%) of the gross revenues (as defined under Section 20, Rule 7 of the Implementing Rules and Regulations of Republic No. 9513 as applicable to renewable energy projects) as stated in the audited financial statements of the LESSEE and as filed with the Bureau of Internal Revenue (BIR) from the solar-photovoltaic power production and/or generation, power supply operations, transmission and sale of the LESSEE and all other revenues derived from the Leased Property. For this purpose, the LESSOR shall be entitled to examine the books of accounts of the LESSEE to determine the Variable Lease Payment due to the LESSOR. The Variable Lease Payment shall be paid to the LESSOR without the need of demand on or before fifteen (15) calendar days calendar days at the end of each quarter.

Section 5. Security Deposit. – Upon signing of this Agreement, the LESSEE shall remit to the LESSOR the sum equivalent to the lease payment of two (2) years as computed under Section 1 hereof in the form of Manager's Check or Cashier's Check payable to the LESSOR as non-interest-bearing Security Deposit. In case after the



conduct of the Joint Survey under Section 2, Article I of this Agreement, the actual area of the Leased Property has been determined to be more than thirty-seven (37) hectares, the Security Deposit shall be correspondingly increased equivalent to two (2) years of the Fixed Lease Payment of the actual area computed under Section 1 hereof. This amount shall be maintained at all times for the duration of the lease, subject to replenishment by the LESSEE if necessary, to answer for any damage to the Leased Property, unpaid utilities of the LESSEE, or any accountabilities of the LESSEE or payment due to the LESSOR on account of the lease of the Leased Property. The Security Deposit may also be used to pay for the rentals or to offset any other payments due to the LESSOR from the LESSEE.

The Security Deposit shall be refunded by the LESSOR to the LESSEE in cases of termination or expiration of the lease, after deducting therefrom unpaid obligation and any applicable charges for damages or repairs, if any. The LESSOR shall render an accounting of all deductions made against the deposit.

Section 6. Replenishment of Security Deposit. – Should the LESSEE fail to replenish the Security Deposit within sixty (60) days from demand by the LESSOR to answer for any unpaid portion of the lease rentals under Section 5, Article IV hereof shall be considered sufficient ground for the LESSOR to terminate this Agreement, in which event the LESSEE, upon notice of termination by the LESSOR, shall within ninety (90) days from notice, return the Leased Property in accordance with Section 4, Article III (Return of the Leased Property).

Section 7. Late Payment. – After applying the Security Deposit on unpaid fixed and variable rentals, the LESSEE shall pay the LESSOR an interest on the remaining rentals due after application of the Security Deposit equivalent to six percent (6%) per annum on the annual rental for every calendar day of delay. Failure of the LESSEE to pay the fixed lease and variable lease payments on time for at least one (1) month after due date shall be considered sufficient ground for the LESSOR to terminate this Agreement, in which event the LESSEE, upon notice of termination by the LESSOR, shall within ninety (90) days from notice, dismantle and remove all Apparatus from the Leased Property and vacate, clear and restore the same to good and tenantable conditions at LESSEE's expense.

Section 8. Forfeiture of Security Deposit. – A LESSEE's Event of Default under the provision/s of Section 1, Article XIII (LESSOR's Grounds for Termination) of this Agreement shall entitle the LESSOR to terminate this Agreement and to apply the Security Deposit to answer for unpaid lease payment, any applicable charges for damage or repairs to the Leased Property, and unpaid utilities of the Leased Property. The Security Deposit shall likewise be forfeited in the event that it shall be found that the LESSEE made a misrepresentation in any of its written claims and/or in any of the documents it submitted, which were used as basis for the LESSOR to enter into this Agreement or any contractual obligation with the LESSEE; or in case of LESSEE's failure to communicate all facts or to submit any documents, which if duly submitted to the

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LESSOR, would have convinced it not to enter into this Agreement or any contractual obligation with the LESSEE.

Section 9. Taxes. – Withholding Taxes, Value-Added Taxes, Real Property Taxes and other Applicable Taxes.

The LESSEE shall remit the applicable creditable withholding tax to the Bureau of Internal Revenue (BIR) in accordance with, and within the applicable period prescribed by law and existing regulations. The LESSEE shall also provide the LESSOR with the applicable certificate of creditable tax withheld (i.e. BIR Form No. 2307) within five (5) calendar days from payment and remittance of the applicable creditable withholding tax to the BIR.

The VAT on the lease shall be for the account of the LESSEE and shall be paid by the LESSEE at the same time as the lease payments.

The documentary stamp tax (DST) that may be imposed in respect of the lease and the transactions contemplated by this Agreement shall be borne by the LESSEE.

Any real property tax on the Leased Property and real property tax arising out of or relating to improvements by the LESSEE to the Leased Property shall be for the sole account of the LESSEE.

To ensure continuing compliance with the payment of applicable taxes, the LESSEE shall submit a copy its Tax Clearance Certificate within the third quarter of every year for the duration of the contract. In the event that either party (the **Defaulting Party**) fails to comply with any of its foregoing tax obligations, such Defaulting Party shall be required, at the option of the other party (the **Non-Defaulting Party**) upon written notice to the Defaulting Party, to: (i) indemnify the Non-Defaulting Party for all liabilities, fines, penalties, and/or other charges, which Non-Defaulting Party has paid, due to or in connection with, the Defaulting Party's non-compliance with its tax obligations; or (ii) require the Defaulting Party to pay to the BIR the applicable sum required to be withheld and/or paid to the BIR.

ARTICLE V

PERFORMANCE / INVESTMENT COMMITMENTS / COVENANTS

Section 1. Committed Investment on the Lease Property. – The LESSEE hereby commits to invest in accordance with the Development Plan not less than the Philippine Peso ONE BILLION AND 00/100 in the Leased Property within three (3) years from Effective Date of this Agreement. The LESSEE also commits to employ at least twenty (20) workers during the construction period and commercial operations.

The LESSEE shall submit its Development Plan for the LESSOR's approval, such approval not to be unreasonably withheld or delayed, within three (3) months from the signing of this Agreement.

Section 2. Covenant to Deliver Title. – In addition to the LESSOR’s warranties under Article X (Warranties) of this Agreement, the LESSOR covenants that it will provide the LESSEE with a certified true copy of the original certificate of title/transfer certificate of title covering the Leased Property not later than the Effective Date.

Section 3. Performance Security Bond. – Upon signing of this Agreement, and to secure the LESSEE’s faithful compliance with the BCDA-Approved Development Plan, the LESSEE shall deliver to the satisfaction of the LESSOR a Performance Security Bond in any of the following forms:

- (a) Cash, Cashier’s or Manager’s Check or irrevocable Letter of Credit issued by a universal bank acceptable to the LESSOR – equivalent to five percent (5%) of the total investment commitment under Section 1 hereof;
- (b) Unconditional Bank Guarantee issued by a universal bank acceptable to the LESSOR – equivalent to ten percent (10%) of the total investment commitment under Section 1 hereof;
- (c) Surety Bond issued by the Government Service Insurance System (GSIS) or any reputable private insurer/insurance company acceptable to the LESSOR – equivalent to thirty percent (30%) of the total investment commitment under Section 1 hereof.

The Performance Security Bond shall be valid for the period contemplated under the Project Implementation Plan Schedule and shall expire at the end of the said period. The Performance Security shall guarantee full and complete compliance by the LESSEE of its Development Committee as approved by BCDA. Interest accruing on the Performance Bond, if in the form of cash, shall accrue in favor of the LESSOR.

Section 4. Default in Investment Commitment. – Not later than sixty (60) days prior to the expiration of the Performance Security Bond, the LESSEE shall submit to the LESSOR an accounting of all costs and expenses incurred in the implementation of the Project. If the total costs and expenses should fall short of the Investment Commitment, the LESSOR shall call upon the Performance Security Bond to the extent of the actual deficit. The call on the Performance Security Bond shall be evidenced by a sworn certificate attesting to the amount of the deficit signed by the President and CEO and/or the Executive Vice President and Chief Operating Officer (COO) of the LESSOR. The sworn certificate shall be substantially be in the form acceptable to the GSIS/surety company/bank.

ARTICLE VI

CONDUCT OF CONSTRUCTION

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Section 1. Building Standards. – All works shall subscribe to the minimum building standards of the National Building Code of the Philippines and other pertinent laws.

Section 2. Abutments. – No abutments on the property lines shall be allowed. The Leased Property shall be subject to appropriate setback and easement requirements as defined in the National Building Code of the Philippines and other pertinent laws, as set out in the Plan.

Should the LESSEE fail to remedy any material easement requirement within the period prescribed by the LESSOR in its notice, the LESSOR acting reasonably may, without the necessity of a court order, remove and/or demolish or cause the removal or demolition, at the LESSEE's expense, of any structure built or constructed in violation of the specific easements or any other restrictions specified in this Agreement. The LESSEE shall reimburse the LESSOR for the cost of such removal/demolition within five (5) days upon receipt of proof of the LESSOR incurring such cost. The LESSEE hereby voluntarily submits and agrees that the LESSOR shall not incur any civil or criminal liability for the said action.

Section 3. Damage to Infrastructure. – The LESSEE shall immediately undertake the repair of any material damages cause by the entry of any of its equipment/personnel to existing infrastructure including but not limited to roads, curbs, gutters, and other public utility facilities.

Should the LESSEE fail or refuse to undertake the repairs required despite demand, the LESSOR may perform the same for the exclusive account of the LESSEE. For this purpose, the LESSEE shall grant the LESSOR unimpeded access to all road networks and utility systems within the Leased Property. The LESSEE shall hold the LESSOR free and harmless from any disruption or losses that its operations may suffer occasioned by such repairs.

The LESSEE shall require their contractors to adopt measures which will ensure the cleanliness of the area.

ARTICLE VII

INSURANCE

Section 1. Insurance of Existing, New Constructions, and Improvements. – The LESSEE shall obtain a standard all-risk insurance coverage from the Government Service Insurance System (GSIS) or from any reputable insurance firm acceptable to the LESSOR, for all existing facilities, new construction and improvements introduced on the Leased Property during the term of the Agreement against all standard insurable risks in an amount equal to the insurable value. The LESSOR shall not unreasonably withhold or delay consent to the LESSEE's choice of insurance firm.

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Section 2. Insurance of Apparatus. – The LESSEE shall also obtain a solar panel insurance coverage from the Government Service Insurance System (GSIS) or from any reputable insurance firm acceptable to the LESSOR, for the value of all Apparatus introduced or installed on the Leased Property. The LESSOR shall not unreasonably withhold or delay consent to the LESSEE's choice of insurance firm.

Section 3. Insurance after Completion of the Works. – Not later than two (2) months after the completion of the Works, the LESSEE shall obtain, at its own cost an all-risk insurance coverage from the GSIS or any reputable insurance firm duly approved by the LESSOR, such approval not to be unreasonably withheld or delayed, in an amount equivalent to the replacement value of the civil works and permanent improvements on the Leased Property and Apparatus introduced or installed in the Leased Property. The LESSEE shall have the obligation to update the amount insured, as may be necessitated by additional constructions or an increase in the value of existing improvements and Apparatus. The LESSEE shall submit to the LESSOR copies of the original and current insurance policy and the official receipt of payments within five (5) days from obtaining the same. The Parties agree that the insurance on the solar panels/Apparatus is on account of the variable lease rental expected by the LESSOR from the operation of the solar power generation farm in the Leased Property.

Subject to Section 4 below, in case of an occurrence of an event covered by insurance, the LESSEE shall use the proceeds of insurance for purposes of reconstruction or rehabilitation of the damaged or lost improvements or structures and Apparatus introduced or installed on the Leased Property within a reasonable timescale.

Subject to Section 4 below, the failure of the LESSEE to comply with its obligation to obtain and/or renew insurance policies as provided in Section 1 shall oblige the LESSEE in case of insurable loss or damage, to reconstruct or restore the lost or damaged civil structures, permanent improvements and Apparatus at its expense.

Section 4. Substantial Damage. – If, in the reasonable determination of the LESSEE, the destruction of or damage to improvements or structures on the Leased Property or on the Apparatus is substantial or will take more than one (1) year to fully rectify, the LESSEE may in its option terminate this Agreement. In such case, the LESSEE shall have no obligation under Section 2 above and shall retain all insurance proceeds including those relating to the Apparatus, but shall have the obligation to remit to the LESSOR such portion of the proceeds relating to the repair of any destruction or damage to or reconstruction and/or rehabilitation of the civil works and permanent structures and/or Apparatus had it been pursued.

ARTICLE VIII

TRANSFER OF RIGHTS / OBLIGATIONS

Section 1. Transfer of Rights and Obligations. – Save as provided in this Article, the LESSEE shall not sell, assign, transfer, mortgage, pledge or encumber or otherwise

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modify or dispose of its leasehold rights or obligations under this Agreement without the prior written approval of the LESSOR, which approval shall not be unreasonably withheld, and no right, title, or interest therein shall be conferred without said written approval.

Section 2. Assignment. – The LESSOR reserves the right to assign, transfer or encumber its rights under this Agreement without the consent of the LESSEE, provided that in the event of such transfer, assignment or encumbrance, (a) the LESSOR shall give prior notice to such assignment to LESSEE, and (b) the assignee, transferee, or person taking the benefit of such encumbrance shall have undertaken to the LESSOR to respect and observe the rights and interest of the LESSEE under this Agreement in their entirety and for the entire term agreed upon, unless otherwise mutually agreed upon in writing.

Subject to the prior written approval of the LESSOR, the LESSEE may assign to any member/partner of the consortium/joint venture or to its subsidiary company, its rights, interests or obligations in the Contract of Lease with the LESSOR, provided that, a fee of 5% of the Annual Fixed Lease prevailing at the assignment date or consideration of Five Hundred Thousand Pesos (Php500,000.00), whichever is higher, will be charged to the LESSEE.

The Assignment of Rights shall not in any way, diminish or dilute the original lessee's obligations and responsibilities to the LESSOR but it shall be jointly and severally liable with its Assignee/s in the performance of all its the obligations and responsibilities to the LESSOR pursuant to the Contract of Lease.

Section 3. Permitted Transfer of Rights. – The LESSEE may assign, transfer or encumber its rights under this Agreement without the prior written consent of the LESSOR to banks and/or financial institutions providing financing for the Project, provided, however, that the LESSEE shall ensure that any such banks and/or financial institutions does not have any pending litigation or dispute with the LESSOR. The LESSEE shall give notice to the LESSOR of any such assignment together with the name and address of the assignee/s, and the LESSOR shall promptly sign an acknowledgment of the assignment on customary terms reasonably satisfactory to the LESSEE and the assignees.

ARTICLE IX OBLIGATIONS OF THE PARTIES

Section 1. BCDA's/LESSOR's Obligations. – BCDA shall:

- (a) Give the LESSEE the sole right to lease, sublease subject to BCDA's written approval, develop, operate and manage the Leased Property/Project, provided that the right shall be exercised subject to the restrictions and terms and conditions provided under this Contract and in other contracts/agreements executed between the Parties in relation to this Contract, if any;

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- (b) Deliver possession of the Property to the LESSEE on an “as-is, where-is” basis upon the execution of the Contract of Lease and full payment of the payment terms stipulated in the Contract of Lease. The “as-is, where-is” clause shall include payment by the LESSEE of the financial assistance to clear the Property of all project-affected peoples (PAPs) or claimants, if any;
- (c) Retain the sole option to terminate the Contract of Lease in relation to Article II, Section 4 of the Terms of Reference, without the need to reimburse the actual expenses incurred, should there be any;
- (d) Extend all necessary, timely and sufficient assistance to the **LESSEE** in securing all relevant Government approvals and consents;
- (e) Allow the **LESSEE** to obtain relevant information and conduct pertinent studies in the Leased Property, including but not limited to the Environmental Impact Assessment (EIA), Hydrology Study, etc., subject to the review of **BCDA**; and
- (f) Ensure **LESSEE**'s peaceful and continuous occupation and enjoyment of the Leased Property during the entire duration and/or effectivity of this Contract.

Section 2. Obligations of the LESSEE. - LESSEE shall:

- (a) Be the Master Developer of the Project and be responsible for the financing, design, planning, construction, development and operation and maintenance (O&M) of the Project;
- (b) Strictly comply with all the terms and conditions of the Contract of Lease and maintain all warranties and representations in good standing for the duration of the contract period;
- (c) Undertake planning, construction, financing, development, and operation and maintenance of the Leased Property with a with a minimum capacity of 25 megawatts (MW) including support facilities upon signing of the Contract of Lease;
- (d) Submit to BCDA, for approval, its Development Plan for the Property within three (3) months, from the signing of the Contract of Lease which takes into consideration the Winning Bidder's Minimum Investment Commitment for the Project. The BCDA-approved Development Plan shall be made an integral part of the Contract of Lease;
- (e) Strictly comply with the proposed development and land use, subject to BCDA approval and the development restrictions for the Property as set in the Terms of Reference, specifically under Article II Sections 3 and 4;

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- (f) Clear the property and pay the financial assistance of the Project Affected Persons (PAPs), if any, in accordance with the schedule of payment and/or Financial Assistance (FA) assessment to be provided by BCDA once actual number of PAPs are determined through actual survey of the property conducted jointly by BCDA and the Winning Bidder post contract signing;
- (g) Submit to BCDA, upon signing of the Contract of Lease, a Performance Security in any of the prescribed forms as provided for in the Contract of Lease to guarantee the faithful compliance by the Winning Bidder with the BCDA-approved Development Plan and its Minimum Investment Commitment to the Project, and other obligations under the Contract of Lease;
- (h) Pay, at its sole account, all applicable taxes and fees in relation to Article IV, Section 7 of the Terms of Reference, and those that may be imposed by law during the entire term of the Contract of Lease. Where any tax is required by law to be withheld from payment to BCDA, the Winning Bidder shall submit a certificate of the taxes withheld at the time of payment to BCDA, otherwise, any such taxes withheld will not be considered as authorized deduction;
- (i) Provide security of the Property upon delivery of possession and/or turnover of the Property. The security may be delegated to one or more third party contractors appointed in accordance with applicable law;
- (j) Turn-over/transfer ownership of permanent structure/s, facilities and other improvements introduced by the Winning Bidder on the Property to BCDA, at no cost to BCDA, upon termination of the Contract of Lease due to breach of contract, default or upon expiration of the lease term. Lease term shall include the lease renewal if option is exercised by the Winning Bidder and agreed by BCDA;
- (k) Submit an executed offtake agreement from the party buying the Winning Bidder's energy output and other related products within twenty-four (24) months after signing the Contract of Lease;
- (l) Secure, at its own cost, the right-of-way (ROW) of transmission lines along the public road to the proposed tie-in point for the project before the Department of Public Works and Highways (DPWH) or other relevant Government agency. Should the Winning Bidder require ROW of transmission lines within the NCC, the same shall be subject of a separate agreement between BCDA and the Winning Bidder;
- (m) Obtain all relevant government approvals and consents for the construction and development of the Project Site;

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- (n) Conduct pertinent studies in the Leased Property/Project Site, including but not limited to, the Environmental Impact Assessment (EIA) and Hydrology Study, subject to the review and approval of BCDA;
- (o) Comply with the requirements under Presidential Decree No. 1096, otherwise known as the National Building Code of the Philippines, the Fire Code and other relevant laws, rules, regulations and issuances of the agencies of the National Government and of the Local Government; and
- (p) Provide and construct, at its own cost, power supply, water supply, waste water management, sewage, telecommunication connections and other infrastructure requirements on the Property to the utility tapping points provided by BCDA through its utility partners. The plans shall be submitted to BCDA for review and approval;
- (q) Be responsible for the marketing, advertisement or promotion of the Project, in coordination with **BCDA**;
- (r) Permit BCDA, or any authorized representative of BCDA to gain access to all records and premises of the LESSEE to inspect the Property, conduct verifications of the LESSEE's compliance with the Contract of Lease and BCDA-approved plans, validate information on the Project including financial records, contracts and other reports, among others, on reasonable notice and during normal business hours, with permission to document such inspection, verification and validation, including but not limited to taking pictures and videos, and shall be conducted in the presence of an authorized representative from the LESSEE;
- (s) Be a member of the association or organization to be organized or which may be organized by BCDA and other lessees or locators in the NCC for the purpose of management, maintenance, upkeep, and security of common areas, infrastructure, facilities and utilities in the NCC, and shall maintain such membership in good standing during the entire duration/ term of the lease;
- (t) Pay an estate management fee to BCDA, or to BCDA's duly designated agent in NCC to cover the expenses for maintenance and repair of external infrastructure and utilities, roads, and other common areas, cost of external security and fire protection, solid waste collection, and disposal requirements of the Leased Property;
- (u) Adopt gender mainstreaming as a strategy to promote women's as well as men's human rights and eliminate gender discrimination in their systems, structures, policies, programs, processes and procedures pursuant to the

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provisions of Republic Act No. 9710 (The Magna Carta of Women). Further, LESSEE shall recognize the right of persons with disability (PWDs) to work on an equal basis with others and to participate fully into the mainstream of society by providing PWDs equal opportunity for employment and equal remuneration for work of equal value pursuant to the provisions of Republic Act No. 10524 (The Magna Carta for Persons with Disability) and its Implementing Rules and Regulations (IRR). The employment of non-resident aliens or foreign workers must comply with Article 40 of the Labor Code of the Philippines and the guidelines on the preference of hiring of Filipino labor workers; and

- (v) Not sell, assign, transfer, mortgage, pledge or encumber or otherwise modify or dispose of the leasehold rights, ownership, or obligations under the Terms of Reference and the Contract of Lease, without the prior written approval of the BCDA.

ARTICLE X PRE-TERMINATION

Section 1. Pre-Termination of the Contract of Lease. - Each Party shall have the right to pre-terminate this Contract for any reason by providing the other Party with a written pre-termination notice stating the reason for pre-termination at least thirty (30) calendar days before the intended pre-termination date.

If **BCDA** should cause the Contract's pre-termination, it shall return to **LESSEE** at least thirty (30) calendar days from pre-termination date, the **Annual Lease Payment** that **LESSEE** had paid pertaining to the period after the pre-termination date. Should **LESSEE** cause the pre-termination, any lease payments that may have been paid by it for the current year, shall be forfeited in favor of the **BCDA**.

In addition, in case **LESSEE** voluntarily pre-terminates this Contract, **LESSEE** shall pay **BCDA** a Pre-Termination Fee, to be deducted from the Security Deposit, in accordance with the following:

Date of Pre-termination	Percentage of Forfeiture
Within the 1 st half of the Lease Period	100% of Security Deposit
Within the 3 rd quarter of the Lease Period	50% of Security Deposit
Within the 4 th quarter of the Lease Period	25% of Security Deposit

The Lease Period under this Section shall pertain to the lease period of twenty-five (25) years (Initial) and renewable for a maximum of twenty-five (25) years, upon mutual agreement of the Parties.

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ARTICLE XI
FORCE MAJEURE

Section 1. Definition. – Force majeure or fortuitous events as these terms are used in this Agreement (**Force Majeure**) shall mean all events which could not have been reasonably foreseen, were inevitable and beyond the reasonable control of the Parties, and which materially affect the ability of the affected Party to comply with any of its obligations or exercise its rights under this Agreement, and shall include:

- (a) Acts of war or the public enemy whether war be declared or not;
- (b) Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
- (c) Fires, earthquakes, volcanic eruption or other destructive natural calamities;
- (d) Subsequently promulgated laws, decrees, executive orders and other governmental rules and regulations that prevent the Parties from performing their respective obligations in this Agreement;
- (e) Passage of a local ordinance or any unreasonable delay by any regulatory agency or any act of any person or entity or government agency that effectively prevents the LESSEE from pursuing and/or implementing the Development Plan and the Project;
- (f) Strikes, lockouts, and other labor disputes affecting either party hereto; and
- (g) Any other event which under Philippine Law is defined as force majeure and/or fortuitous events.

Section 2. Applicability. – Any party shall be excused from the performance of any of its obligations under this Agreement, and shall not be construed to be in delay or in default in respect of any obligation hereunder for so long as the failure to perform such obligation shall be due to an event of Force Majeure. The party who intends to be excused by reason of Force Majeure shall, within five (5) days from commencement of an event of Force Majeure, provide the other party a written notice, identifying the event of Force Majeure, and describing in detail the particulars of the occurrence giving rise to the force majeure event, including the duration, if known, and the effect of the Force Majeure event. Any party's failure to comply with the notice requirement shall bar it from raising Force Majeure as excuse from the performance of any of its obligations under this Agreement.

Section 3. Non-Applicability. – The provisions of the preceding paragraphs notwithstanding, Force Majeure shall not excuse the following:

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- (a) Late payment of money to suppliers, contractors, or subcontractors, or late delivery of equipment and materials, in each case due solely to the fault or negligence of the LESSEE, or inefficiencies on the part of the LESSEE or any of its contractors or subcontractors;
- (b) Late performance by the LESSEE caused by LESSEE's failure to engage duly qualified personnel and subcontractors or suppliers;
- (c) Late submission of documentation requirements solely due to the fault or negligence of the LESSEE;
- (d) Delays resulting from reasonably foreseeable unfavorable weather, land, or natural conditions which could, by exercise of reasonable diligence, have been adequately addressed in the detailed engineering design or feasibility study for the Project; and
- (e) Delays or damage arising by reason of failure by the LESSEE to exercise reasonable due diligence or undertake reasonable measures to contain the effects of Force Majeure.

Section 4. Grounds of Termination. – If the effects of an event of Force Majeure continues for more than three (3) months from date of its occurrence, and it has not been possible by the use of reasonable measures fully to contain the same, the affected Party may terminate this Agreement by providing the other Party a written notice. On termination of this Agreement by reason of Force Majeure, the LESSEE shall turnover to the LESSOR the Leased Property and all improvements introduced therein pursuant to Section 4, Article III (Return of the Leased Property) of this Agreement. The LESSOR shall return the Security Deposit after deducting therefrom unpaid obligations and any applicable charges for damages or repairs due under this Agreement, if any.

ARTICLE XII

WARRANTIES

Section 1. Lessor's Warranties. – The LESSOR warrants and undertakes to the LESSEE that:

- (a) It has full legal and beneficial title to the Leased Property and that it has the legal right, power and authority to grant the lease of the Leased Property and the rights under this Agreement to the LESSEE, including the right to undertake the Project, free of all charges, encumbrances and adverse rights;
- (b) It has duly authorized, executed, and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligations enforceable against the LESSOR in accordance with its terms;

- (c) Neither the execution of this Agreement nor the performance of its terms violates or result in a breach by the LESSOR of any constitution, law or governmental regulation applicable to it, or materially conflicts with, violates or results in breach of the terms of any order, judgment, decree, or any agreement or instrument to which the LESSOR is a party or by which it is bound;
- (d) There is no action, proceeding, or suit before or by any court or governmental authority involving the LESSOR which could materially affect the Project or the performance by the LESSOR of its obligations under this Agreement;
- (e) The LESSEE, its successors in interest, authorized representatives, agents, assignees and contractors shall enjoy peaceful, continuous and exclusive possession of the Leased Property within the Lease Period, including any extension thereof together with the rights granted to the LESSEE in this Agreement, without any disturbance or interruption by the LESSOR or any person lawfully claiming through under or in trust for it;
- (f) It will not interfere or tamper with or cause obstruction or damage to the Leased Property or the Apparatus and the Service Media and will take all reasonable precautions and steps necessary to ensure that no other person within the LESSOR's control shall interfere or tamper with or cause obstruction or damage to the same; and
- (g) It shall maintain the LESSEE in the peaceful and adequate enjoyment of the Leased Property during the Lease Period. The Leased Property is, and at all times during the Lease Period shall, among others, remain, free and clear of adverse claimants.

Section 2. Lessee's Warranties. – The LESSEE undertakes and warrants to the LESSOR that:

- (a) It has duly authorized, executed, and delivered this Agreement and this Agreement constitutes a legal valid and binding obligations enforceable against the LESSEE in accordance with its terms;
- (b) Neither the execution of this Agreement or the performance of its terms violates or results in a breach by the LESSEE of any constitution, law, or governmental regulation applicable to it, or materially conflicts with, violates or results in a breach of the terms of any order, judgment, decree or any agreement or instrument to which the LESSEE is a party or by which it is bound;

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- (c) There is no action, proceeding, or suit before or by any court or governmental authority involving the LESSEE which could materially affect the Project or the performance by the LESSEE of its obligations under this Agreement;
- (d) It has conducted due diligence on the Leased Property, and knowingly undertakes this lease on an AS-IS WHERE-IS BASIS with the knowledge of existing climate condition and circumstances concerning the Lease Property;
- (e) It possesses, and shall continue the possession of, the technical, legal, and financial capacity to undertake the power utility-solar power generation and supply operations to be conducted on the Leased Property, and shall obtain all necessary Consents prior to commencing operation of the Apparatus. All expenses relative to the fulfillment of this continuing warranty shall be for the sole account of the LESSEE;
- (f) It shall not sub-lease the Leased Property or any part thereof without prior written consent of the LESSOR, such consent not to be unreasonably withheld or delayed;
- (g) It shall notify the LESSOR in writing of any construction work that will be made on the Leased Property, prior to the commencement of any such construction;
- (h) Save as provided under Section 3, Article VIII (Permitted Transfer of Rights), it shall neither create any lien nor commit any act tending to or causing the creation of any lien on the Leased Property, and neither shall it cause the annotation of any lien or encumbrance on the LESSOR's title to the Lease Property;
- (i) Save as provided under Section 3, Article VIII (Permitted Transfer of Rights), it will not assign, transfer, or cede its ownership or possessory rights or any interests over the Project or any other improvements to be introduced in the Leased Property; and
- (j) It shall submit to the LESSOR annual corporate filings, not later than thirty (30) calendar days after the filing thereof with the BIR.

Section 3. Environmental Liabilities. – Notwithstanding any other provision of this Agreement, the LESSEE shall have no responsibility or liability whatsoever under this Agreement or otherwise as a result of the presence or accumulation of any Existing Hazardous Substances at the Leased Property or the escape or migration of any Existing Hazardous Substances from the Leased Property at any time whether before or after the date of commencement of this Agreement, unless caused by the exercise by the LESSEE of the rights granted under this Agreement or the use of the Leased Property for the Permitted Use or by reason of the LESSEE's presence

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at the Leased Property whether before or after the date of this Agreement. For the avoidance of doubt, to the extent that this provision is inconsistent with any other provision of this Agreement, then this provision shall prevail.

For the purposes of this Section, Existing Hazardous Substances means any natural or artificial substance or organism (whether solid, liquid, or gas) which alone or in combination with any other substance is capable of causing harm or damage to property or to man or is damaging to the environment at, in, on or under the Leased Property at or prior to the date of this Agreement.

ARTICLE XIII

EVENTS OF DEFAULT OF LESSEE AND TERMINATION BY LESSOR

Section 1. LESSOR's Ground for Termination. – The LESSOR shall be entitled to terminate this Agreement and give notice of such termination to the LESSEE for any of the following events of default (each a **LESSEE's Event of Default**):

- (a) Failure of the LESSEE to replenish the Security Deposit to answer for unpaid portion of the rental payments under Section 6, Article IV (Lease Payments) within sixty (60) days after the LESSOR's demand;
- (b) Failure to timely progress construction towards commencement of operations within twelve (12) months from the Effective Date, where the same is not excusable due to Force Majeure and/or failure of the government or governmental agencies or any company involved in the distribution or transmission of energy or managing the national grid to issue the relevant local or national business and/or developmental Consents or any connection, wheeling or similar agreements needed by the LESSEE, provided that there is no fault, omission, negligence or unreasonable refusal on the part of the LESSEE to comply with the government's requirements;
- (c) When the LESSEE, becomes or is declared insolvent, placed under receiverships, applies for suspension of payments, is adjudged bankrupt, disposes of all or substantially all of its assets or assigns assets for the benefit in fraud of creditors, or where LESSEE is subjected to voluntary and involuntary dissolution and such dissolution is not set aside by the courts within ninety (90) days of commencement of proceedings;
- (d) Merger or consolidation of the LESSEE without the consent of the LESSOR;
- (e) Any material breach by the LESSEE of its material obligations in Article VIII (Transfer of Rights/Obligations);

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- (f) Use by the LESSEE of the Leased Property for purposes other than the Permitted Use set out in Section 1(c), Article II (LESSEE's Rights) hereof; or
- (g) Material breach or violation by the LESSEE of any other material terms and conditions of this Agreement.

Section 2. LESSEE's Grounds for Termination. – Subject to Section 3 below, the LESSEE shall be entitled to terminate this Agreement and give notice of such termination to the LESSOR for any of the following events of default (each a **LESSOR's Event of Default**):

- (a) Any breach by the LESSOR of its material obligations in Article VIII (Transfer of Rights/Obligations); or
- (b) Material breach or violation by the LESSOR of any other material terms and conditions of this Agreement.

Section 3. Notice of Termination. – In the event of a LESSEE's Event of Default or a LESSOR's Event of Default, the non-defaulting Party shall serve written notice of termination of this Agreement to the defaulting Party. The defaulting Party shall have sixty (60) days from receipt of notice to cure the breach (the Curing Period), if the same is at all curable; otherwise, this Agreement shall automatically be terminated without any need of prior notice, demand, or judicial action or declaration. Should either Party dispute the automatic termination of this Agreement on account of the either Party's Event of Default, except due to (i) non-payment of fixed and variable lease by the LESSEE on due date and/or (ii) non-replenishment by the LESSEE of the Security Deposit after the lapse of sixty (60) days from demand by LESSOR to replenish, it may question the same under Article XII (Dispute Settlement and Venue of Suit), provided it puts in escrow with an escrow agent acceptable to both Parties such amounts/arrearages as may be due or subject to demand at the time of termination and the entire duration prior to the settlement of the dispute.

Section 4. Rights and Obligations of the LESSOR in case of Termination. – In case of termination, the LESSOR shall have the following rights and obligations:

- (a) Take over the Leased Property after ninety (90) days from the termination of this Agreement in accordance with Section 4, Article III (Return of the Leased Property);
- (b) In the event of termination following a LESSEE's Event of Default, collect actual damages;
- (c) If the LESSOR is compelled to take legal action to enforce any of the rights and remedies under this Agreement, the LESSOR shall be entitled to collect incurred attorney's fees, not to exceed ten percent (10%) of its claim, but in no

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case shall the amount be less than FIVE HUNDRED THOUSAND PESOS (Php500,000.00) plus all legal fees and costs;

- (d) To the extent permitted under Philippine Law, be entitled to have a first claim over assets of LESSEE in cases of bankruptcy;
- (e) The LESSOR shall return the Security Deposit to the LESSEE after deducting therefrom unpaid obligation and any applicable charges for damages or repairs, if any; and
- (f) If the Agreement has been terminated by the LESSEE due to a LESSOR's Event of Default, the LESSOR shall return any lease payments paid in advance by the LESSEE to the LESSOR after deducting therefrom a pro-rata amount of the lease payments for the period up to the date of termination within ninety (90) days from termination;

The above is without prejudice to any rights and remedies which the LESSOR and the LESSEE have under existing laws.

Section 5. Other Grounds for Termination. – The LESSEE may further terminate this Agreement by notice in writing to the LESSOR in any of the following circumstances:

- (a) The Grid Impact Study or the Distribution Impact Study demonstrates that the transmission or distribution system is either not capable of accepting full export capacity of the Project or the existing distribution or transmission system would need to be upgraded to accept the full export capacity of the Project;
- (b) The Department of Public Works and Highways (DPWH) or other relevant government agency does not grant the LESSEE a right-of-way along the public road to the proposed tie-in point for the Project; or
- (c) There is a change after the date of this Agreement in promulgated laws, decrees, executive orders, and other governmental rules and regulations relating to the development, utilization, and commercialization of renewable energy resources (including RA 9513) which has a material adverse effect on the Project;

In case of termination by the LESSEE under this Section, the LESSEE shall vacate the Leased Property pursuant to Section 4, Article III of this Agreement. The LESSOR shall within ninety (90) days from termination of this Agreement return any lease payments paid in advance and the Security Deposit to the LESSEE after deducting therefrom unpaid obligations and any applicable charges for damages or repairs, if any.

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Section 6. Abandonment of Lease Property. – After the start of the commercial operation of the solar power farm, in case the Leased Property or any portion thereof shall be deserted or abandoned by the LESSEE, other than by reason of Force Majeure, for a period of ninety (90) days before the expiration of the lease, the LESSOR shall have the right to enter the same as agent of the LESSEE, without being liable to any prosecution therefor, to re-lease the same as agent of the LESSEE, to receive the rentals thereof and to apply the same to the payment of rental due hereunder, without prejudice to the liability of the LESSEE to the LESSOR for any deficiency.

ARTICLE XIV

DISPUTE SETTLEMENT AND VENUE OF SUIT

Section 1. Dispute Settlement. – In cases of dispute arising from this Agreement, the same shall be discussed by a joint committee composed of two (2) ranking representatives of the LESSOR and two (2) ranking representatives of the LESSEE, who are all authorized by their respective Board of Directors in writing, and which representatives shall include the Chief Executive Officer (CEO) of both the LESSOR and the LESSEE. The Committee shall convene within thirty (30) days upon call by either party and service of written notice of any dispute on the other party. The decision of the Committee is final and executory.

Should the joint committee fail to convene within the stipulated period or having timely convened, no agreement be reached within thirty (30) days after the commencement of discussion, the discussion shall be terminated and the dispute shall be referred to arbitration in accordance with Section 2 below.

Section 2. Arbitration. – Except as specifically otherwise provided in this Agreement, any and all dispute and controversies between the LESSOR and the LESSEE and any claim by either party that cannot be amicably settled shall be finally determined by arbitration conducted in accordance with Republic Act No. 9285 (the Alternative Dispute Resolution Act of 2004 or ADR Law), as amended from time to time, which may be initiated by either party demanding arbitration by written notice to the other. Failure of a party to decline arbitration requested by the other within ten (10) days of receipt of written notice or request for the same, which notice shall contain a statement setting forth the nature of the dispute, the amount involved if any, and the remedies sought, shall constitute an exercise of the option to arbitrate.

Upon exercise of the option to arbitrate, the dispute shall be submitted in accordance with the rules of the ADR Law. However, the arbitrators shall not admit into evidence nor consider anything other than the specific facts surrounding the dispute, this Agreement and the documents or testimony relating thereto. In particular, the arbitrators shall not consider how similar disputes have been resolved in the past.

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The arbitrators may grant any remedy or relief that could be granted by a court of law or of equity in the jurisdiction in which the arbitration takes place, including, but not limited to, specific performance of the Agreement. The arbitrators shall, in the award, assess arbitration fees, reasonable attorney's fees, expenses and compensation against losing party. The arbitrators may not award punitive damages. The arbitrators' authority is limited to the interpretation and application of this Agreement, and the arbitrators may not alter, modify, or refuse to enforce any provision of this Agreement, even if the arbitrators believe such provision to be unfair and unconscionable. The arbitrators' award shall be final and binding on the Parties and the Parties will not appeal or seek to vacate the arbitral award.

Venue of the arbitration shall be exclusively in Metro Manila.

Section 3. Venue of Suit. – Venue of any court action with respect to this Agreement for purposes of enforcing any judgment obtained by arbitration or compelling arbitration shall be the proper courts of Metro Manila only, to the exclusion of other courts.

ARTICLE XV MISCELLANEOUS

Section 1. Environmental Compliance. – Subject to Section 3, Article X (Environmental Liabilities), the LESSEE shall, by itself, ensure that its agents, representatives, employees, contractors, sub-contractors, and all person possessing or using, or coming into possession or use, of the Leased Property, use and maintain the Leased Property in compliance with existing national environmental laws, rules, and regulations being implemented by the appropriate authority.

The LESSEE shall further file the necessary application for Environmental Compliance Certificate (ECC), which should be issued in favor of both the LESSEE as proponent/developer, and LESSOR as the landowner. The LESSEE shall submit to the LESSOR a copy of such ECC prior to commencement of the Works.

Section 2. General Maintenance, Sanitation, Repairs, Safety, and Security. – The cost of general maintenance and upkeep of the Leased Property shall be for the account of the LESSEE.

The LESSEE shall keep the Leased Property clean, safe, sanitary, and environmentally sound. The LESSEE shall dispose all its garbage, waste and other pollutants in accordance with the rules and regulations promulgated by the LESSOR in the NCC and shall follow the environmental standards, rules and regulations and applicable laws.

In case of non-compliance by the LESSEE, the LESSOR shall undertake the general maintenance, sanitation, repairs, safety, and security of the Leased Property at the expense of the LESSEE.

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Section 3. Membership in NCC Association. – The LESSEE shall be a member of the association or organization to be organized or which may be organized by the LESSOR and other lessees or locators in the NCC for the purpose of management, maintenance, upkeep, and security of the common infrastructure, facilities and utilities in the NCC, and maintain such membership during the entire duration of the lease.

Section 4. Provision and Maintenance of Infrastructure. – The LESSEE shall provide, maintain, and repair infrastructure within the Leased Property, including roads, drainage, sewage, and other public utilities and facilities. In case the LESSEE fails to maintain and repair infrastructure and utilities within the Leased Property, the LESSOR, with the prior concurrence of the LESSEE, which concurrence shall not be unreasonably withheld, may undertake said maintenance and repair, the cost of which shall be chargeable against the LESSEE. No concurrence of the LESSEE is necessary if the damage to the infrastructure and utilities in the Leased Property materially affects the adjacent lands or external infrastructure, facilities and utilities of the Leased Property. No compensation or claim shall be allowed or paid by the LESSOR by reason or inconvenience, annoyance or injury to the LESSEE that may arise by the works undertaken under this provision.

Section 5. Fire Hazard and Noxious Substances. – Except to the extent necessary to carry out its business within the premises and to comply with its obligations under this Agreement, the LESSEE shall not introduce, keep deposit or store in the Leased Property any noxious substance or inflammable material or substance that may constitute fire hazard.

Section 6. Utilities. – All expenses for water, gas, electricity, telephone, sanitation, sewerage, and other public utility services shall be for the account of the LESSEE. The cost of installation of meters within the Leased Property for utilities such as water and electricity shall be for the account of the LESSEE.

Section 7. Sanitation. - The LESSEE shall comply with all laws, ordinances, and regulations regarding sanitation and safety, promulgated or to be promulgated by government agencies for the proper protection of the public.

Section 8. Security. – The LESSEE shall assign security guards and/or install security system and fencing within the Leased Property. Security requirements which are external to the Leased Property shall be the responsibility of the LESSOR. Police matters shall be in accordance with existing laws. The LESSEE shall submit a copy of the Security Plan to the LESSOR to ensure that the same is consistent with the unified security plan for the NCC.

Section 9. Inspection of Premises. – The LESSOR reserves the right to enter and inspect the Leased Property during business hours and with at least two (2)-day's prior written notice, except in case of emergency where no such notice is necessary and where inspections may be made even outside business hours. The LESSEE agrees to cooperate with the LESSOR in keeping the Leased Property in good condition.

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Section 10. Independent Contractor. – Except as specifically otherwise provided in this Agreement, this Agreement does not create a fiduciary relationship between Parties, nor does it constitute the LESSEE as an agent, legal representative, joint venture partner, employer or employee of the LESSOR for any purpose whatsoever; and it is understood between the Parties hereto that the LESSEE shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of the LESSOR to incur any debt, to create any obligation or to assume any obligation, express or implied, on behalf of the LESSOR.

Section 11. Indemnity. – The LESSEE shall hold the LESSOR, its subsidiaries, affiliates, directors, officers, employees, and agents, free and harmless from any claim or demand by third persons for any loss or damages arising out of the use of the Leased Property by LESSEE.

Section 12. 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 Agreement shall be deemed to have been made unless expressed in writing and signed by the party concerned.

Section 13. Proper Authorization. – The Parties to this Agreement are respectively represented by their responsible officers duly empowered by property authorizations.

Section 14. Amendments. – Any amendments or additional terms and conditions to this Agreement must be in writing and signed by the Parties hereto. The Parties shall negotiate any item or issue which has not been provided in this Agreement.

Section 15. Entire Agreement. – This Agreement, any Exhibit/Annex attached hereto and the documents referred to herein, shall be construed together and constitute the entire, full, and complete agreement between the LESSOR and the LESSEE concerning the subject matter hereof.

Section 16. Anti-bribery. – Neither the LESSOR nor the LESSEE have made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Agreement and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Agreement.

Section 17. Severability and Construction. – Each paragraph, part, term, and/or provision of this Agreement 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

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operation of or affect the remaining portions, sections, parts, terms, and/or provisions of this Agreement, 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 Agreement; provided however, that if the Parties determine that said finding of illegality adversely affect the basic consideration of this Agreement, the Parties, may, at their option, reform or terminate the Agreement.

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 18. Notices. – Any notice or communication by any party to this Agreement shall be made to the following:

If to BCDA;

THE PRESIDENT AND CHIEF EXECUTIVE OFFICER

Bases Conversion and Development Authority

2/F Bonifacio Technology Center

31st St. Crescent Park West,

Bonifacio Global City, Taguig City

If to the LESSEE:

Section 19. Confidentiality. – The Parties agree that any exchange of information or documents between the Parties in connection with this Agreement shall be treated with strict confidentiality and no such information or document shall be released to third parties without the prior written consent of the other party unless such information is required to be divulged or produced by law, court order, the rules of any regulated stock exchange, or other competent authority. Confidential information may be disclosed to each Party's officers, employees, agents, shareholders, funders, and subcontractors, provided such persons have agreed to maintain the confidentiality of this Agreement on terms no less strict than the present clause.

Section 20. Governing Law. – This Agreement shall be governed and construed according to Philippine Law.

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Section 21. Headings. – The descriptive headings contained in this Agreement are for convenience of reference only and shall not in any way the meaning or interpretation of this Agreement.

Section 22. Counterparts. – This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which take together shall constitute one and the same agreement.

Section 23. OGCC Review. – The Office of the Government Corporate Counsel (OGCC) has reviewed, and its comments incorporated in this Contract, as stipulated in the Contract Review Nos. 811, Series of 2022, and _____, Series of 2023. Other changes to be instituted shall be in writing and subscribed by the Parties.

Section 24. Effectivity. – This Contract shall take effect on the date of signing thereof, subject to LESSEE's full payment to the BCDA/LESSOR of the Advance Fixed Lease Payments, Security Deposit, under Sections 2 and 5, Article IV, respectively, and posting of Performance Security under Section 3, Article V of this Contract.

IN WITNESS WHEREOF, this Agreement is signed by the Parties on this _____ day of _____, 202__ at _____.

Signed on _____ at _____.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

[The LESSEE]

AILEEN ANUNCIACION R. ZOSA
President and Chief Executive Officer

Authorized Representative
Position/Designation

SIGNED IN THE PRESENCE OF:

[Witness]

[Witness]

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A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES
CITY OF _____ S.S.

BEFORE ME, a Notary Public, for and in the City of _____,
Philippines, this ___ day of _____ 2022 personally appeared:

NAME	Government ID Presented	DATE/PLACE OF ISSUE

identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/her own free and voluntary act and deed, as well as that of the entity represented.

This Contract of Lease, including its Annexes, consisting of _____ () pages is signed by the Parties, together with their instrumental witnesses, on all pages including this page whereon the acknowledgement is written.

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

NOTARY PUBLIC

Doc. No. _____ ;
Page No. _____ ;
Book No. _____ ;
Series of 2023.

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ANNEX F-1

For Corporation, Cooperative, Partnership or Sole Proprietorship

CHECKLIST OF DOCUMENTS

Reference in the TOR	Document	Remarks
Eligibility Documents		
Annex G-1	Duly Notarized Eligibility Statement for Cooperative, Corporation, Partnership or Sole Proprietorship	Mark as A
Annex H-1	Bidder's Profile	Mark as A-1
	Certificate of Registration from relevant regulatory government agencies (SEC Registration together with the General Information Sheet (GIS) of the Bidder for the latest applicable calendar or fiscal year or, for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile, Cooperative Development Authority (CDA) or Department of Trade and Industry (DTI).	Mark as B
	Articles of Incorporation and By-Laws of the Bidder, for foreign corporations, the certified copies of the original Articles of Incorporation duly filed in the country of incorporation and duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as C
	Audited Financial Statements for the past three (3) calendar (fiscal) years, stamped "Received" by the Bureau of Internal Revenue (BIR) when applicable, and its Income Tax Return for the last calendar (fiscal) year, or for foreign corporations, the equivalent documents duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as D
	A Board Resolution or Secretary's Certificate of the Bidder), expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose. For foreign corporations, the required document should be duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as E
Financial Proposal		
Annex I-1	Final Bid Letter	Mark as F
	Proof of Payment for the Bid Security	Mark as G
Annex I-3	Net Present Value (NPV) Computation	Mark as H

ANNEX F-2

CHECKLIST OF DOCUMENTS

Reference in the TOR	Document	Remarks
Eligibility Documents		
Annex G-2	Duly Notarized Eligibility Statement for Individuals	Mark as A
Annex H-2	Bidder's Profile for Individuals	Mark as A-2
	Valid government-issued identification card with photo, whichever of the aforementioned is applicable.	Mark as B
	Income Tax Return for the immediately preceding calendar year duly stamped by the Bureau of Internal Revenue (BIR)	Mark as C
Financial Proposal		
Annex I-2	Final Bid Letter	Mark as D
	Proof of Payment for the Bid Security	Mark as E
Annex I-3	Net Present Value (NPV) Computation	Mark as F



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K. P. L. P.

For Corporation, Cooperative, Partnership or Sole Proprietorship

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

ELIGIBILITY STATEMENT

I, (name of the Bidder/authorized representative), of legal age, (*nationality*), and with office address at _____, under oath, hereby depose and say THAT:

1. The (*name of Corporation/ Cooperative/ Partnership/ DTI Registered Entity*) (Bidder) intends to participate in the public bidding conducted by the Bases Conversion and Development Authority (BCDA) for the long-term lease of the 37-hectare parcel of land located within the New Clark City, Municipality of Capas, Province of Tarlac for industrial use.
2. I am the (*designation*) of the Bidder, duly authorized to make this Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Bidder's Profile is hereto attached and marked as Annex **A-1**;
4. In compliance with the Documentary Requirements, the following documents are hereto attached:
 - a. Department of Trade and Industry (DTI) business name registration, or Securities and Exchange Commission (SEC) Registration Certificate, or Certificate of Registration from the Cooperative Development Authority (CDA), whichever is applicable;
 - b. Tax Clearance Certificate; and
 - c. Board Resolution/Secretary's Certificate /Special Power of Attorney authorizing its participation in the bidding process, and appointing its authorized representative for this purpose, or, for sole proprietorships, a valid government-issued identification card of the proprietor with photo, whichever of the aforementioned is applicable.
5. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by BCDA;
6. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, has not filed any case impinging on BCDA, and/or their affiliates and subsidiaries' performance of their mandate;
7. The Bidder has no pending or unpaid tax liabilities in the Philippines;
8. The Bidder accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;

9. The Bidder, if awarded the Contract of Lease, commits to comply with the: (1) Contract of Lease, (2) Project Plan and Declaration of Restrictions of the New Clark City, and (3) all other pertinent government standards such as, but not limited to, Master Development Plan (MDP) for the New Clark City and subsequent amendments thereto, 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;
10. The Bidder commits to abide by the decision of the ADP-Com, waives its right to seek legal remedies against BCDA and its subsidiaries, 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;
11. All information in this statement, including attachments and enclosures thereof, are true and correct. Any falsity, error, or misrepresentation shall constitute ground for disqualification from this bidding or revocation of award as determined by BCDA;
12. The Bidder, its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any of BCDA 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 ADP-Com, 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 BCDA, 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 BCDA may recover for any loss or damage that may result therefrom.

13. 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.
14. The Bidder authorizes BCDA 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 BCDA to verify statements and information provided in this statement.

IN FAITH WHEREOF, I have hereunto affixed my signature this _____ day of _____ 2023 at _____, Philippines.

Affiant

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L

gmp
L. B

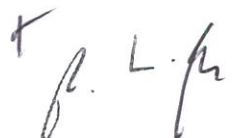
SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2023, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) _____ issued at _____, Philippines on _____, 2023.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023.



UNCONTROLLED WHEN PRINTED OR EMAILED



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

ELIGIBILITY STATEMENT

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

1. I intend to participate in the public bidding conducted by the Bases Conversion and Development Authority (BCDA) for the long-term lease of the 37-hectare parcel of land located within the New Clark City, Municipality of Capas, Province of Tarlac, Philippines for industrial use.
2. I am making this Statement on my behalf;
3. In compliance with the Eligibility Requirements, my profile is hereto attached and marked as Annex **A-2**;
4. In compliance with the Documentary Requirements, copies of the following documents are hereto attached:
 - a. One (1) valid Government Issued Identification Card with photo; and
 - b. Income Tax Return for the immediately preceding calendar year duly stamped received by the BIR
5. I have no pending or unpaid tax liabilities in the Philippines;
6. I accept the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
7. I, if awarded the, commits to comply with the: (1) Contract of Lease, (2) Project Plan and Declaration of Restrictions of the New Clark City, and (3) all other pertinent government standards such as, but not limited to, Master Development Plan for the New Clark City and subsequent amendments thereto, 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;
8. I commit to abide by the decision of the ADP-Com, waives its right to seek legal remedies against BCDA and its subsidiaries, 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;
9. All information in this statement, including attachments and enclosures thereof, are true and correct. Any falsity, error, or misrepresentation shall constitute ground for my disqualification from this bidding or revocation of award as determined by BCDA;

10. I or any of my representatives, shall not attempt to establish any contact with any of BCDA 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 ADP-Com, through its Chairperson.

I have neither given nor offered, nor will I 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 BCDA, 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 my disqualification from the bidding or revocation of the award, if any, without prejudice to damages that BCDA may recover for any loss or damage that may result therefrom.

11. I am 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.

12. I authorize BCDA or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to our bid.

For this purpose, I hereby authorize BCDA to verify statements and information provided in this statement and other pertinent information deemed necessary and requested from any public office, or any person or firm and to furnish BCDA copies thereof.

IN FAITH WHEREOF, I have hereunto affixed my signature this ____ day of _____ 2023 at _____, Philippines.

Affiant

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2023, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) _____ issued at _____, Philippines on _____, 2023.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023.

BIDDER'S PROFILE

I. GENERAL INFORMATION

Business Name:	
Brief Description of Business:	
Address:	
Contact No/s.:	
E-mail Address:	
Year Established/Registered:	Place of Registration:

Ownership Structure	
% owned by Filipino:	% owned by Foreign:

II. OWNERSHIP AND MANAGEMENT

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

Governing Board	
Name	Designation

Key Officers	
Name	Position/Nationality

(Handwritten signatures and initials in blue ink)

III. FINANCIAL CAPACITY

Key Banking Relations (at least 3)			
as of 31 December 2022			
Bank Name	Location	Bank Deposit	Credit Facility

IV. SUBSIDIARIES AND AFFILIATES

Subsidiaries and Affiliates	
Business Name	Nature of Affiliation and/or 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:
Date:

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BIDDER'S PROFILE

I. GENERAL INFORMATION

Bidder Name:
Brief Description of Source of Income:
Address:
Contact No/s.:
E-mail Address:

II. FINANCIAL CAPACITY

Key Banking Relations (at least 3)			
as of 31 December 2022			
Bank Name	Location	Bank Deposit	Credit Facility

(Signature)
Authorized Representative

Name:
Position:
Date:

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ANNEX I-1
For Corporation, Cooperative, Partnership, or Sole Proprietorship

FINAL BID LETTER
(Pro- Forma)

(Date)

THE CHAIRPERSON

Asset Disposition Program Committee
Bases Conversion and Development Authority
BCDA Corporate Center, 2/F Bonifacio Technology Center
31st Street, Crescent Park West, Bonifacio Global City
Taguig City, 1634, Metro Manila, Philippines

Madam/ Sir:

In connection with the public bidding for the long-term lease of the Property, within the New Clark City, Municipality of Capas, Province of Tarlac, Philippines, I/We (State the name of the Bidder/ Bidders), formally proposes to lease the following Properties at the indicated bid price/s, inclusive of 12% Value Added Tax (VAT):

Name of the Property	Bid Price
37-hectare lot in New Clark City	

I/We understand that, should I/we be declared the Winning Bidder, we shall, upon signing of the Contract of Lease with the BCDA, fulfill all responsibilities and obligations as indicated in the Terms of Reference.

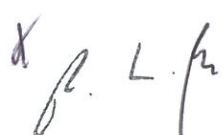
The undersigned, hereby, affirms that I am/I am duly authorized by the Corporation to make this proposal for and on its behalf

Submitted by:

(Signature)

Name of Bidder or its Authorized Representative

Position



FINAL BID LETTER
(Pro- Forma)

(Date)

THE CHAIRPERSON

Asset Disposition Program Committee
Bases Conversion and Development Authority
BCDA Corporate Center, 2/F Bonifacio Technology Center
31st Street, Crescent Park West, Bonifacio Global City
Taguig City, 1634, Metro Manila, Philippines

Madam/ Sir:

In connection with the public bidding for the long-term lease of the Property, within the New Clark City, Municipality of Capas, Province of Tarlac, Philippines, I/We (State the name of the Bidder/ Bidders), formally proposes to lease the following Properties at the indicated bid price/s, inclusive of 12% Value Added Tax (VAT):

Name of the Property	Bid Price
37-hectare lot in New Clark City	

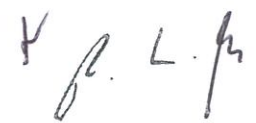
I/We understand that, should I/we be declared the Winning Bidder, we shall, upon signing of the Contract of Lease with the BCDA, fulfill all responsibilities and obligations as indicated in the Terms of Reference.

Submitted by:

(Signature)

Name of Bidder or its Authorized Representative

Position



**ANNEX I-3
NET PRESENT VALUE (NPV) COMPUTATION**

Name of Bidder: _____

FINANCIAL PROPOSAL

Lot Area: **377,323** square meters (sq. m.)

Year	Particulars	Minimum (in Php)	NPV @ 8%
0	Upfront Cash (2-Year Advance Lease)	70/sqm per annum	-
1	Lease-Free Period		
2	Lease-Free Period		
3	Application of Advance Lease		
4	Application of Advance Lease		
5	Annual Fixed Lease	70/sqm per annum	-
6	Annual Fixed Lease		-
7	Annual Fixed Lease		-
8	Annual Fixed Lease		-
9	Annual Fixed Lease		-
10	Annual Fixed Lease		-
11	Annual Fixed Lease		-
12	Annual Fixed Lease		-
13 - 25	Annual Fixed Lease	Escalated at 5% per annum based on the proposed Y12 fixed lease	
	Total	-	
	NPV per sq. m. Years 0 – 12	<i>(Total NPV / Lot Area)</i>	

Notes:

1. The Subject of the Bid shall be the highest Net Present Value (NPV) to be computed using the following parameters:
 - a.1 Discount Rate of eight percent (8%);
 - a.2 Minimum Lease Rate of Seventy Pesos (Php70.00) per square meter per annum for Years 1 – 12;
 - a.3 Advance Lease of two (2) years to be applied for Years 3 and 4;
 - a.4 Lease Free Period for Years 1 - 2; and
 - a.5 NPV computation including Years 0 -12.
2. No amount indicated as Annual Fixed Lease shall be lower than the minimum bid parameters provided in the Terms of Reference.
3. In case of disparity between the Net Present Value (NPV) computed by a Bidder in its Financial Proposal and the NPV resulting from BCDA's computation of date in the Bidder's Financial Proposal, BCDA's computation of the NPV of the concerned Bidder's proposal shall prevail.

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am

gyp

K.P. L.P.

Instructions for filling out this form:

1 Name of Bidder: _____

FINANCIAL PROPOSAL

2 Lot Area: 377,323 square meters (sq. m.)

Year	Particulars	3 Minimum (in Php)	4 NPV @ 8%
0	Upfront Cash (2-Year Advance Lease)	70/sqm per annum	-
1	Lease-Free Period		
2	Lease-Free Period		
3	Application of Advance Lease		
4	Application of Advance Lease		
5	Annual Fixed Lease		-
6	Annual Fixed Lease		-
7	Annual Fixed Lease		-
8	Annual Fixed Lease		-
9	Annual Fixed Lease	70/sqm per annum	-
10	Annual Fixed Lease		-
11	Annual Fixed Lease		-
12	Annual Fixed Lease		-
5 13 - 25	Annual Fixed Lease	Escalated at 5% per annum based on the proposed Y12 fixed lease	
6	Total	-	
7	NPV per sq. m. Years 0 – 12	(Total NPV / Lot Area)	

1. Indicate the name of your company/ies appearing in the registration certificate with the Securities and Exchange Commission (SEC) or international counterpart;
2. Use this land area of the property in computing for the annual fixed lease based on your bid;
3. Indicate your bid for the 2-year advance lease and annual fixed lease for Year 1 to 12 (should not be lower than Php70/sqm/annum);
4. Compute for the Present Value using eight percent (8%) discount rate;
5. The Annual Fixed Lease for Years 13 to 25 subject to annual escalation rate of 5% based on the proposed Annual Fixed Lease for Year 12;
6. Compute for the summation of the lease payments to BCDA from Years 0 to 25; and
7. Compute for the NPV per sq. m. for Years 0 to 12.

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