

ASSET DISPOSITION PROGRAM (ADP)

**SELECTION OF BCDA'S PARTNER IN THE DEVELOPMENT OF THE BCDA ICONIC BUILDING
AT THE 7,275-SQUARE METER LOT 9 BLOCK 6 IN THE NORTH BONIFACIO DISTRICT
OF BONIFACIO GLOBAL CITY, TAGUIG CITY**

ADP BID BULLETIN NO. 3

01 March 2018

Please be advised of the following clarifications to the queries raised during the Pre-Bid Conference for the subject disposition held last 22 January 2018 at the BCDA Corporate Center.

The answers stated herein are the final official response of the ADP Committee and not necessarily as discussed during the Pre-Bid Conference:

	QUESTIONS/COMMENTS	ANSWERS
1)	When will the detailed design be available?	The timetable for the detailed design is as follows: <ul style="list-style-type: none"> ▪ Schematic design shall be approximately available by end of March 2018 ▪ Detailed design shall be approximately available by end of July 2018
2)	The requirement to start excavation within 3 months from signing the Contract of Lease is a bit tight.	An excavation permit can be secured from the City Government of Taguig within three (3) months through the Bonifacio Estate Services Corporation. The metes and bounds of the area to be excavated shall be determined in the schematic design.
3)	Is the Winning Bidder tied to giving BCDA the offices?	Yes, the BCDA Office is a fixed requirement by BCDA under the TOR.
4)	Is the draft lease contract available?	The <i>draft Contract of Lease</i> shall be issued through a separate Bid Bulletin.
5)	What is BCDA's expectation on the basic architectural finishes and fit-outs of the BCDA offices?	Basic architectural finishes and fit-outs means internal surfaces finishes, raised floor with finishing, suspended ceilings with lighting fixtures, blinds, distribution of mechanical and electrical services, installation of reception area and installation of Board Room.

	QUESTIONS/COMMENTS	ANSWERS
		These includes an adequate connections and tapping points for telecoms.
6)	Is BCDA open to foreign ownership of land?	As of now, in case of corporate entities, ownership of land in the Philippines under the law is restricted to those which has sixty percent (60%) Filipino ownership.
7)	On the exercise of option to purchase on the 25 th year, what will be the basis of the purchase price? Will BCDA sell also its office space on the 25 th year?	The basis for the purchase price upon the exercise of the Option to Purchase shall be the appraised Fair Market Value of the Property including whatever appurtenant rights attached to the property. The appraisal approach or methodology shall be agreed between BCDA and the Lessee/Winning Bidder. The BCDA shall not sell its office space.
8)	Will the approximately 4,365 sq.m.-open space be open to the public?	Yes, including the Observatory, Museum and Gallery Spaces.
9)	If there's a chance to maximize the space, will the Winning Bidder be allowed to proposed changes in the drawings? Is this an option because it may move and cause delay in the construction of the building?	In principle, BCDA is open to improvements of the drawing. However, design changes shall have to undergo processes i.e. approval of the Project Management and Development Committee and the BCDA.
10)	Who shall pay the Real Property Tax (RPT)? Will the Winning Bidder also pay the Common Usage Service Area (CUSA)?	In accordance with Article VI Section 1, subsection 1.20 of the Terms of Reference (TOR), the Winning Bidder shall pay the RPT and all applicable taxes, fees and charges due on the transaction, the Property and its improvements and those that may be imposed by law during the entire term of the lease. Yes, the Winning Bidder shall be responsible for all of the CUSA pertaining to the improvements.
11)	Can the lease period be extended to a hundred years?	No, the longest period of lease allowed under the laws of the Philippines is only fifty (50) years, renewable for twenty-five (25) years.

The following are also clarified in connection with the presentation made during the Pre-Bid Conference.

	EXISTING/ADDITIONAL SECTION OF THE TOR	PROVISION /CLARIFICATION
	Construction Documentation	The Winning Bidder shall prepare the construction documentation/drawings, subject to the review and approval of BCDA. The professional fees and other related costs corresponding to the preparation and review shall be borne by the Winning Bidder.
	Rights and Responsibilities of the Parties	<p>Article VI, Sub-section 1.5 is hereby revised as follows:</p> <p>Undertake by itself or through a third-party contractor, the construction, operation and maintenance of the Iconic Building.</p> <p>Should the Winning Bidder opt to develop the property through a third-party contractor, such third party contractor should belong to the AAA category/classification by the Philippine Contractors Accreditation Board (PCAB) or must have a Special PCAB License for Foreigners, and has at least 5 years' experience in the construction and development of building projects with a total cost equivalent to at least PhP 4.5 Billion (USD 90 Million).</p> <p>Further, should the Winning Bidder opt to commission the operation and maintenance of the iconic building through a third-party service provider, such third-party service provider should have at least five (5) years' experience in facility management of premium office buildings.</p>
	Performance Bond	<p>Article IV, Section 9 is hereby supplemented as follows:</p> <p>The Performance Bond shall be made effective from its posting until the end of the Defects Liability Period or one (1) year from the date of official turn-over of the <i>BCDA Office, Museum, Gallery, Observatory and parking spaces</i>.</p>

	EXISTING/ADDITIONAL SECTION OF THE TOR	PROVISION /CLARIFICATION
	No Pending Case	<p>Article VIII Sub-section 2.1.e is hereby revised as follows:</p> <p>The Bidder (and all its consortium members), its parent company, or any its subsidiaries, or affiliates with common controlling shareholdings <i>and its third-party contractors</i>, is not involved in any form of on-going litigation or court case against the BCDA, or its subsidiaries, which is considered inimical to the interest of BCDA or the government, at the day of the submission of bids.</p>
	Construction Manager	<p>The Construction Manager shall be responsible for the over-all construction management and supervision of the project.</p> <p>The Construction Manager shall report, make updates, elevate issues, among others, to the Project Management and Development Committee for information, resolution, direction and/or approval.</p> <p>On the other hand, the Winning Bidder and/or its third-party contractor shall report to the Construction Manager on any and all matters relative to the development of the Property.</p>

The clarifications herein issued amend, modify or revise any provision in the TOR and/or bid bulletins which are inconsistent or contradictory thereto.

Thank you for your continued interest in BCDA's Asset Disposition Program.

FOR THE ADP-COMMITTEE FOR THE BCDA ICONIC BUILDING:

ENGR. JOSHUA M. BINGCANG
Chairperson


