

**TERMS OF REFERENCE  
FOR THE 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**

**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 baselands.
- Section 2 BCDA wishes to consider bids for the build, lease, operate and transfer of an iconic office building and public open space (hereinafter referred to as the *Project*) at the 7,275-square meter Lot 9 Block 6 (hereinafter referred to as the *Property*) at the North Bonifacio District in Bonifacio Global City, Taguig City, Metro Manila, Philippines. Attached as Annex "A" is the vicinity map of the Property.
- Section 3 The disposition is being carried out pursuant to the provisions of Republic Act 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, the Civil Code of the Philippines and other relevant laws, Executive Orders, and rules and regulations, to the extent applicable.
- Section 4 This bidding is being administered by the Asset Disposition Program Committee (ADP-Com) for the BCDA Iconic Building created through Special Order No. 193, series of 2017, whose decisions or actions shall be subject to the approval of the BCDA Board of Directors.

**ARTICLE II  
DEFINITION OF TERMS**

- Section 1 In these TOR, the following terms shall have the meanings ascribed to below:

Term	Meaning
<b>Basic Architectural Finishes</b>	Means interior finishes for walls, ceilings and floors.
<b>Bonifacio Global City North Bonifacio District - Design Standards and Guidelines</b>	Means the design standards and guidelines established to, generally, facilitate the accurate interpretation and implementation of the intent, purpose and provisions of the Master Plan for the North Bonifacio District of the Bonifacio Global City, and particularly, govern the development of the Property and the

implementation of the Project, to the extent applicable.

**Escalation Rate**

Equivalent to five percent (5%) which shall be applied annually starting on the Annual Fixed Lease for the 6<sup>th</sup> year of the lease.

**Gross Floor Area (GFA)**

Means the area contained within the external walls (or in the absence of walls, the external perimeters) of any building(s) to be erected on a lot measured at each floor or level (including any floor below the level of the ground) together with the area of each balcony in such building(s) which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides).

**ARTICLE III  
BACKGROUND OF THE PROPERTY**

Section 1 **Description of the Property.** The Property has a total land area of 7,275 square meters, more or less. Located at the North Bonifacio District in the Bonifacio Global City, the Property is bounded on the north by 11<sup>th</sup> Drive fronting the Uptown Mall, on the west by Lane C, on the south by Lane T and on the east by 11<sup>th</sup> Avenue. Across Lanes C and T are ongoing residential condominium developments by Avida Land, Inc., while the east side of the Property is bordered by a vacant lot across 11<sup>th</sup> Avenue owned by the Department of Energy – Philippine National Oil Company.

Section 2 **Status of the Lot.** The Property is registered in the name of the Fort Bonifacio Development Corporation (FBDC) under Transfer Certificate of Title No. 2152-P (copy attached as Annex "B"). Under the Supplemental Implementing Agreement executed by BCDA and FBDC, BCDA was designated as the beneficial owner of the Property. Presently, BCDA and FBDC are in the process of transferring or registering the title of the Property to BCDA.

Section 3 **Land Uses for the Property.** According to the Bonifacio Global City North Bonifacio District Design Standards and Guidelines (BGC North Boni DSG), the Property is zoned as a Reserved Lot, which is defined as restricted and controlled future private or common use which includes landscaped areas, public transit areas, concourse, plaza, car parking, open air sports and recreational facilities, etc. The Property is part of the City Center North sub-zone that prescribes Mixed-Use Development – Office & Commercial with Limited Retail.

The BCDA as the beneficial owner of the Property and considering the predominant use of the City Center North sub-zone, sought from the North Bonifacio District's Planning Review Board (PRB) the following:

- 1) the reclassification of the land use of the Property from Reserved Lot to Institutional/Mixed-Use; and

- 2) the assignment of Floor Area Ratio (FAR) to the Property to allow the development of an iconic office building therein.

The PRB has approved, in principle, the reclassification of land use and assignment of FAR subject to the following terms and conditions:

- 3.1 The buildable area shall be restricted to forty percent (40%) of the area of the Property or approximately 2,910 square meters, while the remaining sixty percent (60%) or approximately 4,365 square meters shall be maintained as a public open space or landscaped area in keeping with the original land use of the Property. A public open space or landscaped area is generally defined as an area that will accommodate both passive and active recreational functions catering to both residents and the workforce alike. Such public open space or landscaped area may be developed as a park, or may feature public art as prescribed under the BGC North Boni DSG.
- 3.2 FAR shall be five and 5/10 (5.5) which translates to a maximum GFA of 40,000 square meters.
- 3.3 Retail may be developed as a support use, provided that the GFA shall not exceed 3,000 square meters. Such support use is already included in the computation of the GFA.
- 3.4 Gallery and museum space shall not be counted as part of the GFA subject to the approval of the PRB.

#### Section 4

**Proposed Development of the Property.** In accordance with the reclassified use and terms and conditions of the Property as mentioned above, the development shall be guided by the following:

- 4.1. Forty percent (40%) of the Property, or approximately 2,910 square meters, shall be devoted and developed into a premium office building, which should include the following uses:
  - 4.1.1. Institutional (*up to 3,700 square meters, non-GFA*)
    - Gallery
    - Museum
    - Observatory Deck
  - 4.1.2. Common Area / Facilities
    - Atrium
    - Pocket Gardens
    - Shower and Changing Rooms
  - 4.1.3. Retail (*up to 2,900 square meters, GFA*)
    - Café/Restaurant
    - Conference Hall/Rooms
  - 4.1.4. Premium Office Spaces (*up to 37,100 square meters, GFA*)
  - 4.1.5. Underground Parking (*in accordance with the parking ratio per GFA under the BGC North Boni DSG*)
    - Bike Rack
    - Car

- 4.2. The remaining sixty percent (60%) or approximately 4,365 square meters shall be developed as a public open space or landscaped area. The public open space or landscaped area is desired to be integrated to the overall development plan for the Property in such a way that the park is seamlessly connected with the ground floor of the office building. A public art or monument is encouraged within the open space.

Section 5 **Development Guidelines on the Property.** The development of the Property shall strictly comply with all pertinent government standards such as, but not limited to, the National Building Code, the Fire Code, Civil Aviation Authority of the Philippines, 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; and the BGC North Boni DSG to the extent applicable, except as to the latest reclassified land use and other proposed development/use for the Property which should be in accordance with this Section, Sections 3 and 4 above.

The Lot Information Plan of the Property is attached hereto as Annex "C".

Section 6 **International Conceptual Design Competition for the BCDA Iconic Building.** To support the vision to develop its new corporate office, BCDA conducted an International Conceptual Design Competition that invited competent Architectural Firms both local and international to design an iconic building that is distinctive, recognizable and will represent the Bonifacio Global City. The iconic building is envisioned to promote and uphold Filipino ideals through intricate and unique architectural designs. It is also envisioned to create an identifying edifice for BGC the way some architectural landmarks have done for the leading cities in the world.

On 05 June 2017, a distinguished panel of jurors including representatives from different sectors of the Filipino society, selected the ICONE TOWER designed by Henning Larsen Architects as the winner of the International Conceptual Design Competition.

#### **The Design**

The Iconic Building design uses different environmental approaches in its architectural and structural design. It takes into consideration the sustainability of the building and its adaptation to the building's surrounding climate; and integrates forest-like features to its design.

The building aims to achieve the Leadership in Energy and Environmental Design (LEED), the Building for Ecologically Responsible Design Excellence (BERDE) and/or the Excellence in Design for Greater Efficiencies (EDGE) Certification.

The Iconic Building is envisioned to house a canopy of tall large trees through the ICONE TOWER/PLAZA which is set to serve as space for social activities around the building. The plaza will be covered by native Filipino trees such as the Narra tree, Banaba tree, and Molave Tree creating a social canopy which could be considered as a respite from the city life, giving people a chance to appreciate nature while socializing. Also, these trees will bring about benefits such as noise reduction, air purification, and may also serve as shelter from the harsh rays of sun and intense rain pour.

The building will also be utilizing natural environmental factors to its design to make the building more sustainable. It aims to lessen the use of electricity by using natural daylight as a source of illumination through its panoramic windows and harness wind currents to cool internal work spaces.

The Executive Report of the Winning Conceptual Design is hereto attached as Annex "D", for reference and guidance. The Executive Report is still subject to refinement between BCDA and Henning Larsen Architects.

Based on BCDA's initial evaluation, the estimated project development cost is more or less PhP4.5 Billion or USD90 Million, inclusive of design, construction, and project management cost.

#### ARTICLE IV

##### MODE OF DISPOSITION AND MINIMUM BID PRICE/REQUIREMENTS

- Section 1 BCDA is offering the Property for build, lease, operate and transfer of an iconic office building and public open space, based on the Winning Conceptual Design, for a period of fifty (50) years ("Initial Lease Period"), renewable for a maximum period of twenty-five (25) years under the same terms and conditions except for the payment of lease rentals, with an Option to Purchase on the 25<sup>th</sup> year of the Initial Lease Period. For this purpose, the Lessee/Winning Bidder shall inform BCDA of its desire either to continue with the lease or exercise its option to purchase no earlier than five (5) years nor later than three (3) years prior to the 25<sup>th</sup> year of the Initial Lease Period.
- Should the Lessee/Winning Bidder choose to continue and eventually renew the lease for a maximum of twenty-five (25) years, it shall inform BCDA of its desire to renew the lease no earlier than five (5) years nor later than three (3) years prior to the expiration of the Initial Lease Period.
- Section 2 The subject of the bid shall be the Annual Fixed Lease (minimum bid) starting on the 5<sup>th</sup> year of the Initial Lease Period which shall not be lower than **Twenty Five Million Pesos (PhP25,000,000.00)** exclusive of twelve percent (12%) Value-Added Tax (VAT). The Annual Fixed Lease shall be subject to an annual escalation rate as defined in Article II hereof.
- Section 3 In addition to the payment of the Annual Fixed Lease, BCDA requires a contiguous area to be used as its corporate office equivalent to fifteen percent (15%) of the Gross Leasable Area (GLA) or 5,000 sq.m. GLA, whichever is higher (hereinafter referred to as the *BCDA Office Space*). The *BCDA Office Space* shall be situated at the top floors of the Iconic Building and shall be turned-over without cost and free of lease with architectural finishes and fit-outs.
- Section 4 Apart from the *BCDA Office Space*, the Winning Partner shall be required to provide BCDA a minimum contiguous area of 2,400 sq.m., more or less, which shall form part of the prescribed Institutional area/development in Article III Section 4 Sub-section 4.1.1 hereof . Such is intended to be a gallery (*Gallery Space*) exhibiting the projects of BCDA and a museum (*Museum Space*) that will honor the Armed Forces of the Philippines. The *Gallery* and *Museum Space* shall be turned-over, without cost and

free of lease and shall be located at the lower floors of the Iconic Building with basic architectural finishes.

Section 5 In addition, the Winning Partner shall be required to provide a contiguous area for the remaining 1,300 sq.m., allotted for institutional area/development, more or less, to be developed as an Observatory (*Observatory Space*) that will provide a view over the City, located at the top floor of the Iconic Building. The *Observatory Space* shall be turned-over, without cost and free of lease, with architectural finishes, vegetation, public arts and human sized statues.

Section 6 The Winning Bidder shall also provide BCDA adequate and contiguous parking spaces proportionate to the *BCDA Office Space*, in accordance with the parking ratio per GFA under the BGC North Boni DSG. While the standards only prescribe the parking ratio of motorized vehicles, the Winning Bidder should provide/install bicycle parking as well.

Relatedly, the development of the *Gallery, Museum and Observatory Space* shall be allocated with sufficient parking spaces in accordance with the parking ratio per GFA under the BGC North Boni DSG.

Section 7 Subject to the approval of the PRB, the *Gallery Space, Museum Space* and *Observatory Space* shall not be included in the computation of the GFA.

Section 8 **Investment Commitment.** The Minimum Investment Commitment of the Winning Bidder shall be at least equivalent to the Total Estimated Development Cost determined based on the Detailed Architectural and Engineering Design (DAED).

Section 9 **Performance Bond.** Within one (1) month from the approval of the DAED by the BCDA, the Winning Bidder shall be required to post a Performance Bond to secure faithful compliance with its obligations to develop the Property, in any of the following forms:

- a. Cash, Cashier's or Manager's Check, or irrevocable Letter of Credit – equivalent to five percent (5%) of the Total Estimated Development Cost based on the DAED;
- b. Bank Guarantee – equivalent to ten percent (10%) of the Total Estimated Development Cost based on the DAED; or
- c. Surety Bond issued by the Government Service Insurance System (GSIS) or any reputable private insurer/insurance company acceptable to BCDA – equivalent to thirty percent (30%) of the Total Estimated Development Cost based on the DAED.

#### ARTICLE V LEASE PAYMENTS, TERMS AND RENEWAL

Section 1 Upon signing of the *Contract of Lease* (draft attached as Annex "E"), which shall be the start of the effectivity of the lease, the Winning Bidder shall remit to BCDA the

*[Handwritten signatures and initials]*

Advance Lease Rental equivalent to the lease payment for the 5<sup>th</sup> and 6<sup>th</sup> year, subject to the annual escalation rate.

Section 2 On or before thirty (30) calendar days before the start of the 7<sup>th</sup> year, the Winning Bidder shall pay BCDA the Annual Fixed Lease for the 7<sup>th</sup> year in the amount **equivalent to the lease payment for the 6<sup>th</sup> year plus annual escalation**. Succeeding payments for the Annual Fixed Lease shall be made every year thereafter, on or before thirty (30) calendar days prior to each start of the lease period, subject to annual escalation, until the 50<sup>th</sup> year of the lease.

Section 3 The Winning Bidder, should it exercise its Option to Purchase the Property, must have the legal capacity to own land in the Philippines as provided under the law.

The purchase price of the Property shall be based on the Fair Market Value including the permanent facilities and improvements.

The BCDA and the Lessee/Winning Bidder shall have the Property, the permanent facilities/improvements introduced therein, appraised by two (2) independent appraisers mutually acceptable to both parties prior to the 25<sup>th</sup> year of the initial lease period.

The costs of the appraisal shall be equally borne by BCDA and the Lessee/Winning Bidder.

Section 4 The BCDA shall have an Option to Sell the Property including the permanent facilities and improvements at any time during the term of the *Contract of Lease*.

The selling price of the Property shall be based on the Fair Market Value including the permanent facilities and improvements.

The BCDA and the Lessee/Winning Bidder shall have the Property, the permanent facilities/improvements introduced therein, appraised by two (2) independent appraisers mutually acceptable to both parties prior to the intended period to sell.

Section 5 Upon the expiration of the Initial Lease Period, the ownership of all buildings and permanent facilities/improvements introduced by the Lessee/Winning Bidder on the Property shall automatically be transferred to BCDA. Should the Lessee/Winning Bidder opt to renew its lease over the Property, the new lease terms for the twenty-five (25)-year extension period shall cover the land, facilities and improvements.

To determine the Annual Fixed Lease for the initial year of the lease extension period, at the beginning of the 50<sup>th</sup> year of the lease, BCDA and the Lessee/Winning Bidder shall have the Property appraised by two (2) independent appraisers mutually acceptable to both parties. The Fixed Lease for the initial year of the lease extension period shall be five percent (5%) of the average appraised fair market value of the Property on the 50<sup>th</sup> year of the lease, or the prevailing lease rate on the 50<sup>th</sup> year of the lease, whichever is higher.

An annual escalation shall continue to apply on the Annual Fixed Lease during the extension period.

The costs of the appraisal shall be equally borne by BCDA and the Lessee/Winning Bidder.

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

**Section 1 Rights and Responsibilities of the Winning Bidder and Penalties for Violation**

The Winning Bidder shall:

- 1.1 Strictly comply with the terms and conditions of the *Contract of Lease* to be executed between BCDA and the Winning Bidder and maintain all warranties and representations in good standing for the duration of the contract period.
- 1.2 Remit the Advance Lease Rental for the 5<sup>th</sup> and 6<sup>th</sup> year plus annual escalation upon signing of the *Contract of Lease* and pay the Annual Fixed Lease every year without need of demand;
- 1.3 Finance and implement the design and undertake the development of the Project. It is understood that the BCDA-approved DAED shall be made part of the contract executed between BCDA and the Winning Bidder.
- 1.4 Reimburse BCDA an amount representing all the advances made and expenses incurred for the Iconic Building Design, upon signing of the *Contract of Lease*.
- 1.5 Undertake by itself or through a third-party contractor, the construction, operation and maintenance of the Iconic Building.

Should the Winning Bidder opt to develop the property through a third-party contractor, such third party contractor should have at least five (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).

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.

- 1.6 Undertake by itself or through a third-party contractor, the development, operation and maintenance of the public open space. The parameter for the operation and maintenance service level shall be agreed upon with the Bonifacio Estate Services Corporation (BESC), the Bonifacio Global City's designated maintenance service provider. BESC, in fulfillment of its maintenance service function, shall perform minimal cleaning activities to the public open space's vicinity to support the Winning Bidder's overall responsibility to maintain the area.



Commercial activities which are proposed to be conducted in the area in accordance with the design of the Project by the Henning Larsen Architects shall have to go through the approval process of BESC and/or BCDA.

- 1.7 Strictly comply with the reclassified land use, proposed development and the development restrictions for the Property as set in this *TOR*, specifically under Article III, Sections 3, 4 and 5.
- 1.8 Commence excavation works within three (3) months from signing of the *Contract of Lease*;
- 1.9 Complete the Project within three (3) years from BCDA's approval of the DAED.
- 1.10 Provide the *BCDA Office Space* located at the top floors of the Iconic Building and turn-over the same without cost and free of lease, with architectural finishes and fit-outs.
- 1.11 Provide BCDA with contiguous and adequate parking spaces proportionate to the *BCDA Office Space* in accordance with the parking ratio per GFA under the BGC North Boni DSG and bicycle parking facility as well;
- 1.12 Provide BCDA the *Gallery and Museum Space* and turn-over the same, without cost and free of lease, with basic architectural finishes;
- 1.13 Provide BCDA the *Observatory Space* and turn-over the same without cost and free of lease, with architectural finishes, vegetation, public arts and human sized statues;
- 1.14 Assume the costs for the Common Use Service Area (CUSA) fee associated and which may be charged on account of the *BCDA Office Space, Gallery, Museum and Observatory Spaces*;
- 1.15 Post a Performance Bond to secure faithful compliance with its obligations to develop the Property in accordance with Article IV Section 9;
- 1.16 Enjoy a rent-free period of four (4) years reckoned from the signing of the *Contract of Lease*;
- 1.17 Not later than six (6) months before the start of the 7<sup>th</sup> year of the lease, submit to BCDA an acceptable form of continuing guaranty such as bank guaranty or irrevocable letter of credit issued by a Universal or Commercial Bank, or a continuing Surety Bond issued by the Government Service Insurance System (GSIS) to fully secure the Annual Fixed Lease for the Property for year 7 until the end of the lease.
- 1.18 Not later than two (2) months after completion of construction, obtain, at its own cost, an all-risk insurance coverage for the building and improvements introduced during the term of the lease in an amount equivalent to its replacement value with BCDA as the beneficiary, and submit to BCDA the

original insurance policy and the corresponding Official Receipt within five (5) days from the issuance of said insurance policy.

- 1.19 Provide a Defects Liability Period of one (1) year from the date of official turn-over of the *BCDA Office, Museum, Gallery and Observatory Spaces and the parking spaces*. During such period, the Winning Bidder shall rectify any defect on the spaces and shall shoulder the costs associated to such rectification.
- 1.20 Secure all permits and pay, at its sole account, all applicable taxes, licenses, 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 *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.
- 1.21 In accordance with the BGC North Boni DSG, shall be a member of the Estate Association, pay estate association dues/fees and contribute to the Art Fund an amount prevailing and/or imposed by the Estate Association at the time of operation of the building. Such Art Fund shall be used to manage and maintain the public open spaces in the Bonifacio Global City North Bonifacio District.
- 1.22 Abide by the conditions or encumbrances imposed or annotation on the title of the Property, if any.
- 1.23 Upon expiration or termination of the lease term, turn-over/transfer ownership of permanent structure/s, facilities and other improvements introduced by the Lessee/Winning Bidder on the Property to BCDA.
- 1.24 In case of consortium, each member shall be jointly and severally liable with all other members in the performance of the obligations of the Winning Bidder.

Should the Winning Bidder fail to perform any of its responsibilities stipulated in Sections 1.15, 1.17, and 1.18 above, the Winning Bidder shall be liable to pay BCDA the amount equivalent to 1/10 of one percent (1%) of the Winning Bidder's bid for the Annual Fixed Lease, for every day of delay in the submission of the performance bond, guaranty and the original insurance policy.

Should the Winning Bidder fail to perform its obligation under Section 1.9 above, the Winning Bidder shall be liable to pay BCDA the amount equivalent to One Hundred Thousand Pesos (Php 80,000.00), for every day of delay in the project construction.

Should the Winning Bidder fail to perform its obligation under Section 1.2 above, BCDA shall have the option to terminate the *Contract of Lease* as well as the option to re-bid the Property. In such instance, the Winning Bidder shall forfeit any and all monies so far remitted to BCDA in relation to the lease of the Property.

This section shall not preclude BCDA from exercising its rights/remedies set out anywhere else in this *TOR* or in the *Contract of Lease* for the Property.

## Section 2 **Rights and Responsibilities of BCDA**

The BCDA shall:

- 2.1 Give the Winning Bidder the sole right to develop, operate, manage and maintain the Property i.e. the Iconic Building and the developed public open space, 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 upon execution of the *Contract of Lease*.
- 2.3 Hire, commission and engage the services of a Design Consultant in the preparation and implementation of the Detailed Architectural and Engineering Design (DAED) of the Winning Conceptual Design prepared by Henning Larsen Architects which cost shall be reimbursed by the Winning Bidder as specified in Article VI, Section 1.4. It shall ensure that the DAED is completed and approved within six (6) months from signing of the *Contract of Lease*.
- 2.4 Hire, commission and engage the services of a Construction Manager which cost shall be shouldered by BCDA.
- 2.5 Secure exclusion of the *Gallery, Museum and Observatory Space* from the computation of the GFA;
- 2.6 Shoulder the maintenance expenses of the *Gallery, Museum and Observatory Space* and improvements to be made on the *Gallery and Museum Space*.
- 2.7 Secure height clearance from the Civil Aviation Authority of the Philippines; and
- 2.8 Enjoy naming rights over the Iconic Building.

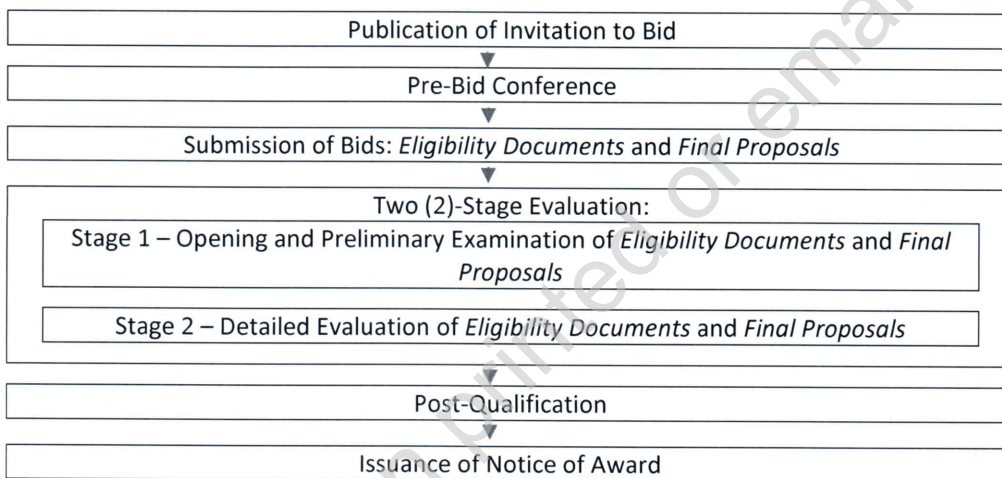
Section 3 **Project Management and Development Committee.** The Parties shall constitute a Project Management and Development Committee (PMDC) to jointly manage, monitor and audit the progress of the construction until the completion of the Project. The PMDC shall be composed of 3 representatives from BCDA and 3 representatives from the Winning Bidder. The PMDC shall be chaired by a BCDA representative. Any alteration on the Project Design shall be endorsed by the Design Consultant and/or the Independent Engineer including the corresponding cost implication(s) which may affect the Minimum Investment Commitment of the Winning Bidder to the Project, to the PMDC and shall be approved by the BCDA. The PMDC shall ensure the strict implementation of the Project Design.

A separate project monitoring agreement to implement this Section shall be signed by the Parties within three (3) months from signing of the *Contract of Lease*.

Section 4 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 inconsistency between the two documents, this *TOR* shall prevail over the *Contract of Lease*.

**ARTICLE VII  
BIDDING PROCEDURE**

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



Section 2 **Publication of Invitation to Bid.** BCDA shall publish the “*Invitation to Bid*” in three (3) newspapers or publications of general circulation, once every month for three (3) consecutive months, as well as in the BCDA website ([www.bdda.gov.ph](http://www.bdda.gov.ph)). This shall serve to inform and invite prospective Bidders to the subject bidding.

Section 3 **Submission of Bids.** Bidders shall submit a Portable Document Format (PDF) copy of their bids comprising their *Eligibility Documents* and *Final Proposal* **electronically** through [adpcom@bdda.gov.ph](mailto:adpcom@bdda.gov.ph) no later than the deadline specified in Article IX *Timetable of Activities*. The *Eligibility Documents* and *Final Proposal* should be separate PDF files and protected by a password.

BCDA shall not receive any physical submission of *Eligibility Documents* and *Final Proposal* from any Bidder on the deadline specified in Article IX *Timetable of Activities*.

Interested bidders who submitted bids electronically shall bring two (2) original and two (2) copies of their *Eligibility Documents* and *Final Proposal* during the opening and preliminary examination of bids specified in Article IX *Timetable of Activities*.

The physical copy of the *Eligibility Documents* and *Final Proposal* shall be in two (2) separate sealed envelopes, as follows:

- **First Envelope** containing two (2) copies of the **Eligibility Documents**, as listed in Article VIII, Section 2.2, appropriately marked as: “*First Set: Eligibility Documents*” and “*Second Set: Eligibility Documents*”; and
- **Second Envelope** containing two (2) copies of the **Final Proposal**, as described in Article VIII, Section 3, appropriately marked as: “*First Set: Final Proposal*”, and “*Second Set: Final Proposal*”.

The two (2) sealed envelopes shall then be enclosed in one big envelope appropriately marked with the title of the subject bidding.

### ARTICLE VIII ELIGIBILITY CHECK, EVALUATION OF BIDS AND SELECTION OF WINNING BIDDER

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

**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.

**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.** A Bidder shall be considered eligible if it satisfies 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.

A consortium may also apply for eligibility, provided that all members of the consortium are duly registered with the Philippine SEC or its equivalent in the country of Incorporation. The members of the consortium shall undertake to execute a *Memorandum of Agreement* which shall be required as part of the post-qualification process.

The Bidder, and all its members, must be allowed to do business *i.e.* lease and develop lands, in the Philippines.

- b. **Compliance Commitment.** The Bidder (and all its consortium members) must commit to comply, in the development of the Property, with: (1) the proposed development/land use, and the development restrictions for the Property; 2) the BGC North Boni DSG to the extent applicable; and (3) 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, for the entire duration of the lease.

- c. **Financial Capacity.** The Bidder, or any of its members, if a consortium, 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 credit line facility of at least PhP5 Billion (USD 100 Million) valid until the completion of the development of the Property.
- d. **No Default.** The Bidder (and all its 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 submission of bids, as determined by the BCDA Board.
- e. **No Pending Case.** The Bidder (and all its consortium members), its parent company, or any of its subsidiaries, or affiliates with common controlling shareholdings, 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.
- f. **Timely and Complete Payment of Taxes.** The Bidder (and all its consortium members) should have no tax liabilities in the Philippines. A valid Tax Clearance Certificate issued by the Bureau of Internal Revenue (BIR) shall be required as part of the post-qualification process.
- g. **Bid Documents.** The Bidder must have purchased the *TOR* (including bid forms and pertinent documents) for a non-refundable fee of **Two Hundred Fifty Thousand Pesos (PhP250,000.00)**. 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.

2.2 **Eligibility Documents.** To be eligible, Bidders are required to submit the following documents described in the attached Checklist (Annex "F"):

- 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:
  - (i) Bidder's Profile (format attached as Annex "H"), which contains general organization and financial information about the Bidder. This should be accomplished for all members, in case of consortium;

- (ii) Credit facilities with reputable universal banks of the Bidder or any of its members in case of a consortium, to be specified in Annex "H";
  - (iii) A statement of Commitment to comply with: (1) the proposed development/land use and the development restrictions for the Property; (2) the BGC North Boni DSG, to the extent applicable; and 3) all other pertinent government standards;
  - (iv) A statement of "no-default" on its financial or other obligations to BCDA or any of its subsidiaries;
  - (v) A statement that the Bidder (or all members in case of consortium), its parent company, or its subsidiaries, or affiliates with common controlling shareholdings, if any, is not involved in any form of on-going litigation or court case against the BCDA or any of its subsidiaries;
  - (vi) A statement of no pending or unpaid tax liabilities in the Philippines or in the country of origin of foreign corporation;
  - (vii) 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;
  - (viii) A statement attesting to the veracity of all information presented and authenticity of all documents submitted; and
  - (ix) A statement of affirmation of BCDA's anti-corruption policy;
- b. Certification from the bank/s reflecting the Bidder's available credit facilities as of December 2017 (if bidding as a consortium, any member of the consortium).
  - c. SEC Registration of the Bidder (and its consortium members) and the General Information Sheet (GIS) for the latest applicable calendar or fiscal year or, if foreign corporation, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.
  - d. Articles of Incorporation and By-Laws of the Bidder (or all members in case of consortium), and any amendments.
  - e. A Board Resolution or Secretary's Certificate of the Bidder (or all members in case of consortium) expressly authorizing its participation in the bidding process, and appointing its authorized representative/s for this purpose.

BCDA requires that each and every 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 should submit its bid proposal (Annex "I"), duly signed by its authorized representative, stating its bid for the Annual Fixed Lease starting on the 5<sup>th</sup> year of the lease of the Property, which shall not be less than the amount stated in Article IV, Section 2.
- 3.2 **Bid Security** in the amount equivalent to ten percent (10%) of the submitted Bid, in the form of bank manager's check or cashier's check. The Bid Security of the Winning Bidder will be treated as earnest money for its required payment at the time of signing of the *Contract of Lease*. 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 XI, 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 PDF and physical copy of the *Eligibility Documents* shall be opened by the ADP-Com to determine completeness of documents and sufficiency of data/information provided therein. The respective Bidder shall be asked by the Committee to input its password in its submitted PDF *Eligibility Documents* file in order to open the same.

Based on the order of receipt of the bids, the respective Bidder shall be requested to hand-over the physical copy of the *Eligibility Documents and Final Proposal*.

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 *Final Proposal*. Those Bidders determined by the ADP-Com to have failed to submit complete Eligibility Documents shall automatically have their *Final Proposals* returned to them unopened.

The ADP-Com shall open both the PDF and physical copy of the *Final Proposal* to determine compliance with the requirements under Article VIII, Section 3 of this TOR. *Final 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 *Final Proposals* submitted. Bids that have satisfied all the requirements of this TOR shall be ranked based on the Annual Fixed Lease, and the highest Annual Fixed Lease shall be declared the **Highest Ranked Bid**. The results of the ADP-Com's detailed evaluation of bids shall be subject to the approval of the BCDA Board.





Section 5

**Post-qualification**

5.1 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 the submission of a Tax Clearance Certificate issued by the BIR in accordance with Executive Order No. 398 Series of 2005 or, if foreign corporation, an equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile, and if a consortium, the corresponding *Memorandum of Agreement*. The *Memorandum of Agreement* must include the following information:

- brief description of the consortium, the individual members of the consortium and the nature and extent of the participation (capital of each member in relation to the whole capital);
- the lead member of the 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.

Any material insufficiency in the information required, inconsistencies, errors or misrepresentations in the submitted documents shall be ground for disqualification and forfeiture of its Bid Security.

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

5.3 If the Bidder with the Highest Ranked Bid fails post-qualification, the ADP-Com shall notify the Bidder of the results thereof. The ADP-Com shall subject the Bidder with the Second Highest Ranked Bid to post-qualification.

5.4 If the Bidder with the Second Highest Ranked Bid passes post-qualification, it shall be declared as the Winning Bidder. If, however, 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 6

**Award.** A Notice of Award (NOA) shall be issued to the Winning Bidder, inviting the Winning Bidder to execute the *Contract of Lease* within seven (7) calendar days from receipt thereof.



**ARTICLE IX  
TIMETABLE OF ACTIVITIES**

Activities	Timetable
Publication of Invitation to Bid	18 August 2017 18 September 2017 07 October 2017
Issuance of TOR	07 October 2017 to 07 February 2018
Pre-bid Conference	10:00 AM of 18 January 2018
Deadline for Submission of Requests for Clarification	24 January 2018
Initial Checking of Eligibility Documents	01 February 2018
Deadline for Submission of the Eligibility Documents and Final Proposals	12:00 PM of 08 February 2018
Opening and Preliminary Examination of Bids	10:00 AM of 09 February 2018
Detailed Evaluation of Bids	09 to 16 February 2018
Announcement of Results of Evaluation of Bids	20 February 2018
Post-qualification	21 to 23 February 2018
Announcement of the Winning Bidder and Issuance of Notice of Award	26 February 2018
Signing of Contract	NLT 28 February 2018

The above is an indicative timetable which may change at the discretion of the ADP-Com.

**ARTICLE X  
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 terms thereof by the Winning Bidder; or
- 1.3 Non-payment of lease in full by 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 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.

#### ARTICLE XI 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 therefor. 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 e-mail 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 the Property, this *TOR* and other possible questions. The Conference shall be held on the date and time specified in the *Timetable of Activities* at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> St., Crescent Park West, Bonifacio Global City, Taguig City, Metro Manila, Philippines. Succeeding conferences with the prospective Bidders shall be scheduled by the ADP-Com prior to the submission of bids. 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:

#### THE CHAIRPERSON

Asset Disposition Program Committee for the BCDA Iconic Building  
Bases Conversion and Development Authority  
BCDA Corporate Center, 2/F Bonifacio Technology Center  
31<sup>st</sup> Street, Crescent Park West, Bonifacio Global City  
Taguig City, 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.** Each prospective Bidder shall be solely responsible for its own due diligence of all matters 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 Not one 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 a bank 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. If the appeal is not resolved within the said period, the appeal is deemed denied, and the bidding process will proceed.

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*.

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 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.** The *TOR* and all its Annexes have been crafted with a view toward fair, transparent and competitive bidding of the subject Property. Any ambiguity in, or conflict between, the *TOR* and its Annexes shall be resolved toward fulfilling the intent of this privatization, as determined by BCDA.

Handwritten signatures in blue ink, including a large stylized signature and several smaller initials.

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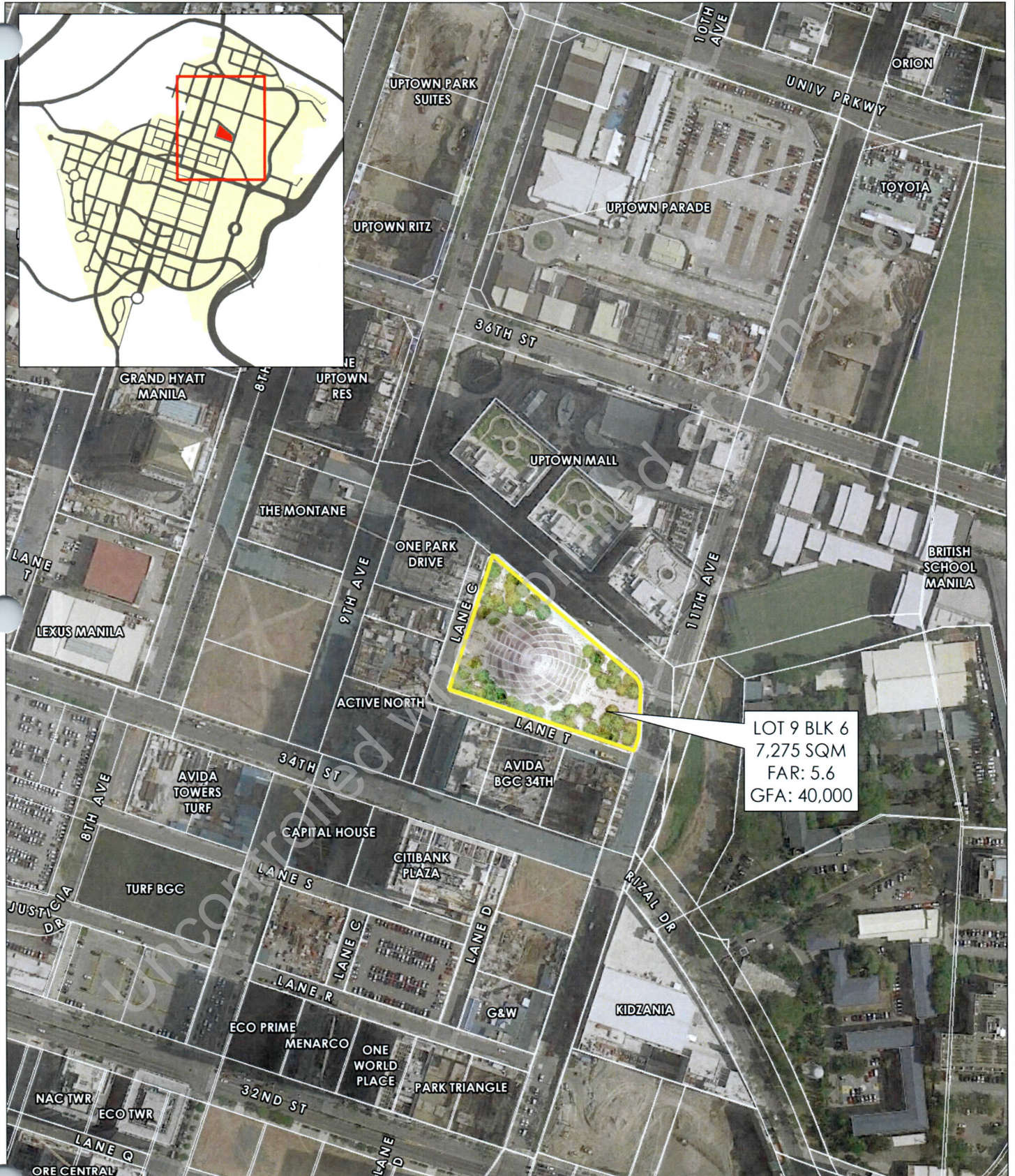
**ANNEX "A"**

**VICINITY MAP OF THE 7,275-SQUARE METER LOT 9 BLOCK 6  
NORTH BONIFACIO DISTRICT, BONIFACIO GLOBAL CITY, TAGUIG CITY**

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# LOCATION MAP FOR BCDA ICONIC BLDG

## BONIFACIO GLOBAL CITY, TAGUIG CITY



LOT 9 BLK 6  
7,275 SQM  
FAR: 5.6  
GFA: 40,000

**Notes:**

Areas indicated are indicative only. Actual areas will be based on the verified and approved survey plan.

Satellite images based from Google Earth Imagery

0 200



meters



Republic of the Philippines  
Office of the President



*Handwritten annotations:*  
A blue circle with a 'D' inside.  
A blue 'B' with an arrow pointing down.  
A blue 'K' with an arrow pointing down.



**ANNEX "B"**

**PHOTOCOPY OF TRANSFER CERTIFICATE OF TITLE NO. 2152-P**

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SN No.0002543104

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
Land Registration Authority  
QUEZON CITY

REGISTRY OF DEEDS FOR THE TAGUIG CITY

# Transfer Certificate of Title

No. -2152-P

IT IS HEREBY CERTIFIED that certain land situated in the Mun. of Taguig,  
Metro Manila,, more particularly bounded and described as follows:

---A parcel of land (Lot 9 Blk. 6 of the cons. subd. plan Pas-00-012537, being a portion of Lots 1 to 4 of Blk. 18, Lots 1 to 4 of Blk. 19, Blks. 20, 22, 38 to 42, Lots 1 to 4 of Blk. 43, Lots 1 to 4 of Blk. 44, ~~xxxx~~ ~~xxx~~, Blks. 48, 49, 65, Res. Access Lots 22 to 25, 27, 28, 41, 42, 46 & 47, all of Pad-00-046745; Lots 1 to 5 of Pad-00-053382; Lots 1 to 5 of Pad-00-053382.)

is registered in accordance with the provisions of section 103 of the Property Registration Decree in the name of\*

PORT BONIFACIO DEVELOPMENT CORPORATION (PBDO)

subject to the provisions of the said Property Registration Decree and the Public Land Act, as well as to those of the Mining Laws, if the land is mineral and subject, further, to such conditions contained in the original title as may be subsisting, and to

IT IS FURTHER CERTIFIED that said land was originally registered on the 10th day of Feb. in the year nineteen hundred and 95 in Registration Book No. T-1 page 1 of the Office of the Register of Deeds of Rizal as Original Certificate of Title No. 001, pursuant to a Special patent in the name of \_\_\_\_\_, granted by the President of the Philippines, on the 7th day of Feb. in the year nineteen hundred and 95, under Act No. 727, implemented by Exec. Order No. 40 etc., Dec. 3, 1992.

This certificate is a transfer from Transfer Certificate of Title No. 51297, etc., which is cancelled by virtue hereof in so far as the above described land is concerned.

Entered at Taguig City  
Philippines, on the 30th day of October  
in the year two thousand and eight  
at 2:15 p. m.

2/T \_\_\_\_\_ Attorney General  
31st St., \_\_\_\_\_ Ave.  
Bonifacio Global City, Taguig City  
(Owner's Postal Address)

Ranf  
EDDY A. RUIA  
(Register of Deeds)

\*State the civil status, name of spouse if married, age if a minor, citizenship and residence of the registered owner. If the owner is a married woman, state also the citizenship of her husband. If the land is registered in the name of the conjugal partnership, state the citizenship of both spouses.

OWNER'S DUPLICATE CERTIFICATE

Handwritten initials and marks at the bottom left of the page.

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the continuation of the technical description)

Entry No. TCT No. 2152-P/T-11-P

00-053379; Lot 2 of Psd-00-055385; Lot 1 of Psd-00-058000; Res. Access Lots 40-A & 40-B of Psd-00-057864; Res. Access Lots 1 to 3 of Pcs-CC-009913; Res. Access Lots 43-A and 43-B of Psd-00-058167; Res. Access Lot 39-A of Psd-00-058168 and Res. Access Lot 51-D of Psd-00-058169, LRC Rec. No. 1, situated in the Bo. of Fort Bonifacio, Mun. of Taguig, Prov. of M.M., Island of Luzon. Bounded on the NW., along line 1-2 by Lot 10 Blk. 6 (Res. Access Lot) of the plan; on the NE., along lines 2-3-4-5-6-7-8-9-10 by Road Lot 8 of the plan; on the SE., along lines 10-11-12-13-14-15 by Road Lot 8 of the plan; on the SW., along line 15-1 by Lot 10 Blk. 6 (Res. Access Lot) of the plan. Beginning at a pt. marked 1 on plan, being N. 35 deg. 41'W., 3,824.16 m. from BLM 1, Meadm-590-D, thence; N. 18 deg. 12'E., 86.00 m. to pt. 2; S. 49 deg. 50'E., 113.52 m. to pt. 3; S. 47 deg. 29'E., 0.89 m. to pt. 4; S. 41 deg. 32'E., 1.50 m. to pt. 5; S. 34 deg. 22'E., 1.50 m. to pt. 6; S. 27 deg. 12'E., 1.50 m. to pt. 7; S. 20 deg. 02'E., 1.50 m. to pt. 8; S. 12 deg. 52'E., 1.50 m. to pt. 9; S. 05 deg. 42'E., 1.50 m. to pt. 10; S. 00 deg. 14'W., 0.99 m. to pt. 11; S. 02 deg. 36'W., 25.90 m. to pt. 12; S. 06 deg. 30'W., 1.63 m. to pt. 13; S. 14 deg. 18'W., 1.63 m. to pt. 14; S. 18 deg. 12'W., 7.47 m. to pt. 15; N. 71 deg. 48'W., 119.76 m. to pt. of beginning, containing an area of SEVEN THOUSAND TWO HUNDRED SEVENTY FIVE (7,275) SQ. METERS, more or less. All pts. referred to are indicated on the plan and are marked on the ground by PC cyl. conc. mens. 110 cms.; bearings true; date of orig. survey, Sept. - Dec. 1907 and that of the cons. subd. survey, Apr. 1-20, 1908 and was approved on Aug. 1, 1908.//

Handwritten signature and stamp: RANDY A. RUTAUQUO REGISTER OF DEEDS

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(Memorandum of Encumbrances continued on Page ... (Technical Description continued on Additional Sheet ...)

Handwritten signature and stamp: RANDY A. RUTAUQUO REGISTER OF DEEDS

Handwritten marks: 6, A, 1/2

LOT INFORMATION PLAN OF THE PROPERTY

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# LOT INFORMATION MAP

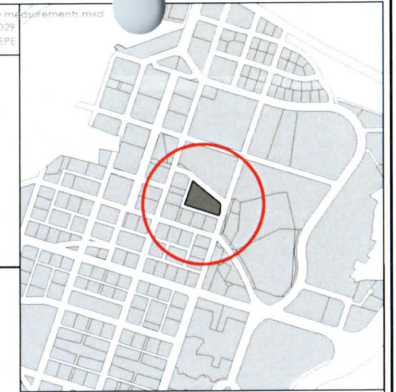
# NORTH BONIFACIO

FN: IIP-BGC-BCDA Iconic Bldg Lot 1 with building coverage measurement.mxd  
 REF NO: IIP-BGC-NR 2013-0214-029  
 CARTOGRAPHY BY: VMDEFRANCIA APPROVED BY: RBMCEPS

LOT NUMBER : **LOT 9 BLOCK 6**  
 ZONING : **INSTITUTIONAL**  
 (40% buildable, 60% park)  
 LOT AREA (sq.m.) : **7,275**  
 FAR : **5.5**  
 GFA (sq.m.) : **40,000**  
 RETAIL GFA (sq.m.) : **2,910.00**

## LEGEND

-  PROPERTY LINE
-  CURB CUT ZONE
-  EXCESS AREA (OPEN SPACE)
-  BUILDABLE AREA
-  PARK (4,365 SQM MIN. WITHIN THE PROPERTY LINE)
-  UNDERGROUND PARKING (5,478 SQM)
-  BUILDING FOOTPRINT (2,910 SQM MAX.)



## REQUIREMENTS

### MASSING

#### SETBACKS

- PODIUM : REFER TO EASEMENT
- TOWER : 4M SETBACK, SUBJECT TO ADDITIONAL CONDITIONS PER THE NATIONAL BUILDING CODE, WHICHEVER IS MORE RESTRICTIVE SHALL APPLY

- EASEMENT : 5M EASEMENT ALONG LANE T,  
 10M EASEMENT ALONG LANE C,  
 3M EASEMENT ALONG 11TH DR & 11TH AVE

### COVERAGE

- PODIUM :
- TOWER :

### CIRCULATION

- ARCADES : NOT REQUIRED
- SKYWALKS : NOT REQUIRED
- VERTICAL INTERCHANGE : NOT REQUIRED
- GALLERIA : NOT REQUIRED
- BELOW GRADE PASSAGEWAY : NOT REQUIRED
- CURB CUTS : TWO (2) ALLOWED; ALONG 11TH DRIVE, AS SHOWN
- VEHICULAR SERVICE LANE : SERVICE ENTRANCE ALLOWED WITHIN THE CURB CUT ZONE AS SHOWN
- TRANSIT ROUTE PROTECTION : NOT APPLICABLE

*20 FM*



Areas indicated are indicative only. Actual areas will be based on the verified and approved survey plan.



### CHECKLIST OF DOCUMENTS

Reference in the TOR	Document	Remarks
<b>Eligibility Documents</b>		
Annex G-1	Duly notarized Eligibility Statement for Corporation	Mark as "A"
Annex G-2	Duly notarized Joint Eligibility Statement for Consortium	Mark as "A"
Annex H	Bidder's Profile, or if a Consortium, of all members	Mark as "A-1"
	Certification from bank/s reflecting the available credit facilities of the Bidder, or if a Consortium, of any member, as of December 2017.	Mark as "B"
	Bidder's (and its consortium members) Certificate of Incorporation from the Philippine SEC and the General Information Sheet (GIS) for the latest applicable calendar or fiscal year, or if foreign corporation, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile	Mark as "C"
	Articles of Incorporation <u>and</u> By-Laws, or the foreign equivalent documents	Mark as "D"
	A Board Resolution or Secretary's Certificate of the Bidder (or all members, in case of a Consortium), expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose	Mark as "E"
<b>Final Proposal</b>		
Annex I	Final Bid Letter	
	Bid Security	

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_) s.s.

**ELIGIBILITY STATEMENT**

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

1. The (*name of Corporation*) (Bidder) is interested in the bidding for the selection of BCDA's partner in the development of the BCDA Iconic Building at the 7,275-square meter Lot 9 Block 6 located in the North Bonifacio District of Bonifacio Global City, Taguig City, Metro Manila, Philippines;
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 as Annex A-1;
4. 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 the BCDA Board;
5. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not involved in any form of on-going litigation or court case against the BCDA or any of its subsidiaries, at the day of submission of bids;
6. The Bidder has no pending or unpaid tax liabilities in the Philippines;
7. The Bidder accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
8. The Bidder, if awarded the contract to build, lease, operate and transfer the subject Property, commits to comply with: (1) proposed development/land use, and the development restrictions for the Property; 2) the BGC North Boni DSG to the extent applicable; and (3) all other pertinent government standards such as, but not limited to, the National Building Code, the Fire Code, and other relevant laws, rules, regulations and issuances of the agencies of the National Government and of the Local Government, for the duration of the contract period;
9. 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;



10. 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;
11. The Bidder, its Directors, Officers and staff or any representative thereof, shall not attempt to establish any contact with any of BCDA's Directors, Officers, staff, consultants, and authorized representatives/personnel on matters concerning the bidding from the date of the submission of their bids up to the conclusion of the bidding process, except for clarifications on Proposal which must be in writing and addressed to the 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.

12. The Bidder is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (RA 9160) and as further governed by RA 10365.
13. The Bidder authorizes 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 \_\_\_\_\_ 2018 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**Affiant**

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) \_\_\_\_\_ issued at \_\_\_\_\_, Philippines on \_\_\_\_\_, 2018.

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Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2018.

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**ANNEX "G-2"**  
**For Consortium Only**

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_) s.s.

**JOINT ELIGIBILITY STATEMENT**

We, the undersigned representatives of the members of the Consortium, under oath, hereby depose and say THAT:

1. The Consortium intends to participate in the bidding for the selection of BCDA's partner in the development of the BCDA Iconic Building at the 7,275-square meter Lot 9 Block 6 located in the North Bonifacio District of Bonifacio Global City, Taguig City, Metro Manila, Philippines, and shall undertake to execute a Memorandum of Agreement among all members, to be submitted during the post-qualification process.
2. The Consortium is composed of the following:

Composition	Nationality	Place of Incorporation	Extent of Participation
Lead Member Corporation:			
Members:			
Total			100%

3. The Consortium (and all its members), 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;
4. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not involved in any form of on-going litigation or court case against the BCDA or any of its subsidiaries, at the day of submission of bids;
5. The Consortium has no pending or unpaid tax liabilities in the Philippines;
6. The Consortium accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
7. The Consortium, if awarded the contract to build, lease, operate and transfer the subject Property, commits to comply with: (1) proposed development/land use, and the development restrictions for the Property; 2) the BGC North Boni DSG to the extent applicable; and (3) all other pertinent government standards such as but not limited to the National Building Code, the Fire Code, and other relevant laws, rules,

regulations and issuances of the agencies of the National Government and of the Local Government, for the duration of the contract period;

8. The Consortium 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;
9. 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;
10. The Consortium members and their Directors and Officers, shall not attempt to establish any contact with any of BCDA's Directors, Officers, staff, consultants, and authorized representatives/personnel on matters concerning the bidding from the date of the submission of their bids up to the conclusion of the bidding process, except for clarifications on Proposal which must be in writing and addressed to the ADP-Com, through its Chairperson.

The Consortium members and their 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.

11. No member of the Consortium is 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. The Consortium members authorize BCDA or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to the bid of the Consortium.

For this purpose, the Consortium members hereby authorize 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**, we have hereunto affixed our signatures this \_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_, Philippines.

\_\_\_\_\_



Affiant

Affiant

\_\_\_\_\_   
 Affiant

\_\_\_\_\_   
 Affiant

**SUBSCRIBED AND SWORN TO** before me this day \_\_\_\_ of \_\_\_\_ 2018, affiants exhibiting to me their competent evidence of identity as provided hereunder:

NAME	COMPETENT EVIDENCE OF IDENTITY	Validity Date and Place of Issuance

NOTARY PUBLIC

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

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## 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


(use additional sheets if necessary)

III. FINANCIAL CAPACITY

Key Banking Relations (at least 3)			
		as of December 2017	
Bank Name	Location	Bank Deposit	Credit Facility

IV. SUBSIDIARIES AND AFFILIATES

Subsidiaries and Affiliates	
Business Name	Percentage (%) of Ownership

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

\_\_\_\_\_  
(Signature)  
Authorized Representative

Name:  
Position:  
Date:

o r f [Signature]

FINAL BID LETTER

Date

**THE CHAIRPERSON**

Asset Disposition Program Committee  
Bases Conversion and Development Authority  
BCDA Corporate Center, 2/F Bonifacio Technology Center  
31<sup>st</sup> St., Crescent Park West, Bonifacio Global City  
Taguig City, Metro Manila

Sir/Madam:

In connection with the bidding for the selection of BCDA's partner in the development of the BCDA Iconic Building at the 7,275-square meter Lot 9 Block 6 located in the North Bonifacio District of Bonifacio Global City, Taguig City, Metro Manila, Philippines, our Company (State the name of the Corporation/Lead Member Corporation), hereby, formally proposes an Annual Fixed Lease starting on the 5<sup>th</sup> year in the amount of \_\_\_\_\_ (PhP \_\_\_\_\_) exclusive of twelve percent (12%) Value-Added Tax.

We understand that, should our Company be declared the Winning Bidder, we shall, upon signing of the Contract of Lease with the BCDA, immediately remit to them the Advance Lease Rental as required in the TOR.

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

Submitted by:

\_\_\_\_\_  
(Signature)  
Name of Authorized Representative

\_\_\_\_\_  
Position

