

COMPETITIVE CHALLENGE FOR THE
JOINT VENTURE DEVELOPMENT OF THE
BONIFACIO EAST PROPERTY
TAGUIG CITY

- Volume II – Technical and Financial
Proposals

TECHNICAL AND FINANCIAL PROPOSALS

On document Submission Date, a PSP must submit its Proposal consisting of the following documents, using the relevant forms described in this Section.

1. Documents Comprising the Technical Proposal

The PSP must submit its Technical Proposal in the First Envelope consisting of the following documents, using the relevant forms indicated in this Section.

- (a) Notarized Application to Participate in the Competitive Challenge (using the form in **Annex TPF-1**).
- (b) Either —
 - (i) Notarized Corporate Authorization and Designation of Authorized Representative, using the form in **Annex TPF-2A**, for PSPs that are corporations or partnerships or
 - (ii) Consortium Member's Notarized Authority to Participate in the Consortium and in the Bidding, and Designation of Lead Member and Authorized Representative of Consortium, using the form in **Annex TPF-2B**, for PSPs that are Consortia.
- (c) Proposal Security as prescribed in Section 6 (as **Annex TPF-3**).
- (d) Compliance statements, using the form in **Annex TPF-4**.
- (e) Business plan for the Project, using the form in **Annex TPF-5**.
- (f) Project Construction Implementation Plan, using the form in **Annex TPF-6A** or by submitting **Annex TPF-6B**.

The Project Construction Implementation Plan of the Original Proponent will be made available to the PSPs. PSPs shall be given the option to either accept the Project Construction Implementation Plan of the Original Proponent without modification or prepare their own Project Construction Implementation Plan.

PSPs that opt to accept the Project Construction Implementation Plan of the Original Proponent shall submit a Notarized Statement of Acceptance of the Original Proponent's Project Construction Implementation Plan using the form in **Annex TPF-6A**.

PSPs that opt to prepare their own Project Construction Implementation Plan, on the other hand, shall submit **Annex TPF-6B**. This shall include the following elements of the Project Construction Implementation Plan of the Project:

- (i) Part 1: Operational Feasibility
- (ii) Part 2: Technical Soundness
- (iii) Part 3: Preliminary Environmental Assessment, indicating that there is compliance with environmental standards and regulations
- (iv) Part 4: Construction Plan, which must include the following elements:
 - a. Construction organization for the Project, identifying key personnel and positions;
 - b. Construction methodology and procedures;
 - c. Quality control system;

- d. Development and construction schedule, milestones, and S-curve;
 - e. Major construction equipment to be used;
 - f. Traffic management plan during Construction;
 - g. Health, safety, and security program for Construction; and
 - h. Schedule to secure permits.
- (v) Part 5: Conceptual Design, which includes:
- a. Description of the conceptual layout for the Project;
 - b. Architectural analysis of the Project site and its surroundings
 - c. Key design concepts considered for the design of the Project;
 - d. Area program and the project components comprising the Project;
 - e. Components proposed for the commercial business;
 - f. Floor area ration and gross floor area requirements when applicable to the Project's buildings/structure; and
 - g. Conceptual layout of the Project on 1:1000 scale.

The Technical Proposal of the PSP must comply with all of the requirements provided in this Section. The Technical Proposal of the PSP shall be rated as "Complying" if all the requirements under this Section have been complied with; otherwise, the Technical Proposal shall be rated as "Non-Complying". All PSPs whose Technical Proposals have been rated as "Complying" shall be considered on equal footing insofar as their Technical Proposals are concerned.

The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared "Non-Complying" and shall be rejected.

2. Documents Comprising the Financial Proposal

The PSP must submit its Financial Proposal in the Second Envelope consisting of the following documents, using the relevant forms indicated in this Section 2.

- (a) Compliance statements, using the form in **Annex FPF-1**
- (b) Cost and financing plan, using the form in **Annex FPF-2**.

The cost and financing plan must explain the sources of revenues of the JV Partner and the terms of financing of both debt and equity required for the implementation of the Project. It must include:

- (i) The proposed cost of the Project;
 - (ii) Projected income and expenses;
 - (iii) Operation and maintenance costs;
 - (iv) Amount of the equity to be infused and debt to be obtained for the Project'
 - (v) Sources of financing; and
 - (vi) Other related costs
- (c) The Financial Proposal Amount, using the form in **Annex FPF-3**, and in compliance with the following parameters:
- (i) The Project Cost or the minimum investment commitment of the JV Partner is One Hundred Thirty Seven Billion Pesos (PhP137,000,000.00);
 - (ii) NHA and BCDA's contribution to the JV is the development and usufructuary rights over the 59.6 hectares of the Project Site; and

The “**Financial Proposal Amount**” shall be evaluated on the basis of the minimum of the following amounts:

- Minimum NHA/BCDA’s annual fixed revenue in the amount of PhP454 Million on the 6th year based on the DUR appraisal of the Property; and
 - Minimum NHA/BCDA JV share of 3% based on gross revenues as submitted by the Original Proponent in its proposal, from leases of commercial and residential buildings, commercial spaces, and institutional areas.
- (d) Financial Model, using the form in **Annex FPF-4**, to be submitted only in electronic form in a CD, in Microsoft Excel format, showing all relevant formulas, with amounts stated in Philippine Pesos and expressed in 2017 prices. It should detail the bankability and financial feasibility of the Project and should be consistent and synchronous with the Technical Proposal.

The CD should contain two (2) versions of the Financial Model: (i) a protected version and (ii) an editable version. Both versions should contain an electronic copy of **Annex FPF-5** that should be signed with an electronic signature. A signed hard copy of **Annex FPF-5** should be pasted on the case or envelope containing the CD. The CD should also be signed by the authorized representative of the PSP.

- (e) As **Annex FPF-6**, a copy of the latest income tax return filed through the BIR’s Electronic Filing and Payment System, which must refer to the income tax return for the preceding tax year be it on a calendar or fiscal year, to be submitted by the PSP, or in the case of a Consortium, to be submitted by each Consortium Member. For new establishments which, as of yet, have no annual income tax return, the most recent quarter’s income tax return must be submitted. Those PSPs or Consortium Members not subject to income taxes in the Philippines must submit in lieu of the income tax return, a sworn statement, signed by the relevant officer of the said PSP or Consortium Member, attesting to this fact. The copy of the relevant income tax returns and/or statements must be attached as **Annex FPF-5**.
- (f) As **Annex FPF-7**, a copy of the latest business tax returns filed through the BIR’s Electronic Filing and Payment System, which will refer to the VAT or percentage tax returns covering the previous six (6) months prior to the document Submission Date, to be submitted by the PSP, or in the case of a Consortium, to be submitted by each Consortium Member. For those with less than six (6) months of operations, this refers to the monthly business tax returns filed to date. Those Consortium Members not subject to business taxes in the Philippines must submit in lieu of the business tax return a sworn statement, signed by the relevant officer of the said PSP or Consortium Member, attesting to this fact. The copies of the relevant business tax returns and/or statements must be attached as **Annex FPF-6**.

3. One Eligible PSP, One Submission

Each PSP may submit only one Proposal. A PSP may not be a member of another Consortium, nor have an Affiliate that is a member of another Consortium. No Consortium Member may be a member of more than one Consortium, nor have an Affiliate that is a member of another Consortium.

To ensure a level playing field and a competitive Bidding Process, there are restrictions on the extent of affiliation and ownership between PSPs and members of different Consortia. These are described in greater detail in Section 17.

4. Proposal Currencies

The valuation of all assets and the amount of cash, if any, to be contributed by the JV Partner to the JV shall be quoted in Philippine Pesos.

5. Proposal Validity

Proposals shall remain valid for one hundred eighty (180) days from the date of their opening.

In exceptional circumstances, prior to the expiration of the proposal validity period, the JVSC may request PSPs to extend the period of validity of their Proposals. The request and the responses shall be made in writing. PSPs, however, shall not be allowed to modify or revise the price or other substantial aspects of their proposals. The Proposal Security described in Section 6 should also be extended corresponding to, at least, the extension of the proposal validity period. A PSP may refuse the request without forfeiting its Proposal Security, but its Proposal shall no longer be considered for further evaluation and award.

6. Proposal Security

6.1 Form of Proposal Security

The Proposal Security issued in favor of BCDA shall be equivalent to **Three Hundred Thirty Million (PhP330,000,000.00)**. It shall be in the form of a bank manager's check or cashier's check issued by an Acceptable Bank.

6.2 Validity and Purpose of Proposal Security

The Proposal Security shall be valid for one hundred eighty (180) days from the document Submission Date. The Proposal Security shall guarantee that the PSP complies with certain conditions for its participation in this Bidding Process as provided in Section 6.3.

6.3 Forfeiture of Proposal Security

The Proposal Security shall be subject to forfeiture in its entirety in favor of the BCDA upon the occurrence of any of the following events:

- (a) The PSP withdraws its Proposal at any time after document Submission Date;
- (b) The PSP, any Consortium Member, EPC Contractor, EPC Subcontractor or any Affiliates of any of these entities, or any of their respective officers, employees, agents, and advisers (i) commits any Corrupt Practice, Fraud, Collusion, Coercive, Undesirable Practice, or Restrictive Practice, (ii) has a Conflict of Interest or (iii) violate the Lock-Up Rules, regardless of the stage of the Bidding Process when the violation existed or was committed, and regardless of whether the PSP has already been designated as the Winning PSP which is issued a Notice of Award, in which latter case the Construction Performance Security in the place at the time of discovery shall be subject to forfeiture;
- (c) The PSP is disqualified due to a material misrepresentation in any statement made or document submitted as part of its Eligibility Documents and Proposals;
- (d) The Winning PSP which is issued a Notice of Award fails to comply with the requirements stated therein within seven (7) days from receipt of such Notice of Award, or within any extension period granted by the JVSC;

- (e) The special purpose corporation formed by the Winning PSP which is issued a Notice of Award fails to sign the JV Agreement or the EPC Contractor fails to sign the EPC Agreement (if applicable) on the day following receipt by the Winning PSP which is issued a Notice of Award of notice from the JVSC that all of the conditions stated in the Notice of Award have been complied with; or
- (f) Other events as described in the BCDA Guidelines that are causes for forfeiture of the Proposal Security.

6.4 Return of Proposal Security

PSPs that do not withdraw their Proposals, but who lose in the Bidding, or who are disqualified for reasons other than those that result in the forfeiture of the Proposal Security as provided in Section 6.3, will have their Proposal Security returned to them without interest within ten (10) days from receipt of their disqualification. Within ten (10) days after signing of the JV Agreement by the Winning PSP which is issued a Notice of Award, the Proposal Securities of all PSPs whose Proposal Securities have not been forfeited or returned will be returned without any interest, except for that of a Winning PSP which is issued a Notice of Award whose deadline for complying with the requirements under the Notice of Award has not yet expired. Any PSP that has not been disqualified may extend the validity of its Proposal Security.

7. Format and Signing of Proposals

- 7.1** PSPs shall submit their Proposals through their duly authorized representative on or before the document Submission Date.
- 7.2** The Proposal shall be, to the extent possible, signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the PSP.
- 7.3** The Proposal must be printed in standard A4 paper and bound together in ring binders or folders of appropriate size. Documents must be paginated and text must be at least font size twelve (12). The requirements relating to paper and font size shall only apply to prescribed forms provided in the IPSP, Volumes I and II, Annexes and to any other documents, which may be reasonably made to comply with these requirements.
- 7.4** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the PSP.

8 Sealing and Marking of Proposals

- 8.1** Each PSP shall submit one (1) original and one (1) copy of the Proposal. The words "ORIGINAL – TECHNICAL PROPOSAL," "ORIGINAL – FINANCIAL PROPOSAL," "COPY NO. ___ TECHNICAL PROPOSAL," and "COPY NO. ___ —FINANCIAL PROPOSAL" shall be typed or written in indelible ink and shall be signed by the Eligible PSP's duly authorized representative/s.
- 8.2** PSPs shall enclose the original Technical Proposal in one sealed envelope marked "ORIGINAL — TECHNICAL PROPOSAL" and the original of their Financial Proposal, including the CD containing the Financial Model (Annex FPF-4), in another sealed envelope marked "ORIGINAL — FINANCIAL PROPOSAL," sealing them all in an outer envelope marked "ORIGINAL – PROPOSAL."
- 8.3** Each copy of the Technical Proposal shall be placed in one sealed envelope marked

"COPY NO. ___ — TECHNICAL PROPOSAL" and each copy of the Financial Proposal, including a CD containing a copy of the Financial Model (Annex FPF-4), shall be placed in another sealed envelope marked "COPY NO. ___ — FINANCIAL PROPOSAL," sealing them all in an outer envelope marked "PRINT COPIES PROPOSAL."

8.4 PSPs shall also submit two (2) clear electronic or scan copies of the Technical Proposal in CDs/DVDs/USBs placed in one sealed envelope marked "E-COPIES — TECHNICAL PROPOSAL" and two (2) clear electronic or scan copies of the Financial Proposal in CDs/DVDs/USBs placed in one sealed envelope marked "E-COPIES — FINANCIAL PROPOSAL," sealing them all in an outer envelope marked "E-COPIES PROPOSAL." The electronic copies of the Technical Proposal and the Financial Proposal, except the Financial Model (Annex FPF-4) which must be submitted in MS Excel format, must be in Portable Document Format (PDF) files arranged in exactly the same sequence as those of the original set of the Proposal. Where practicable, the PSP shall also provide searchable PDF copies of its Proposal. The CDs/DVDs/USBs must be placed in a sealed envelope and marked "E-COPIES – PROPOSAL."

8.5 The envelopes containing the original, copies, and electronic copies of the Technical Proposal and Financial Proposal shall enclosed in one single envelope or box.

8.6 All envelopes shall be labeled as follows:

- (a) marked in accordance with this Section 8;
- (b) addressed to the JVSC –Bonifacio East Project:

JOSHUA M. BINGCANG

Chairperson, JVSC –Bonifacio East Project

Bases Conversion and Development Authority

2/F Bonifacio Technology Center, 31st Street, corner 2nd Avenue
Bonifacio Global City, Taguig City

- (c) contain the name of the contract to be bid in capital letters and bear the specific identification of this Project:

BONIFACIO EAST PROJECT

- (d) bear the name and address of the PSP in capital letters;
- (e) bear a warning "**DO NOT OPEN BEFORE 1:00 PM / 9 November 2018** the time and date for the opening of the Technical Proposal and/or Financial Proposal.

8.7 If the Proposals are not sealed and marked as required, JVSC will assume no responsibility for its misplacement or premature opening, and the same may be a ground for disqualification.

COMPETITIVE CHALLENGE FOR THE
JOINT VENTURE DEVELOPMENT OF THE
BONIFACIO EAST PROPERTY
TAGUIG CITY

- Annexes of Volume II

TPF-1: NOTARIZED APPLICATION TO PARTICIPATE IN THE COMPETITIVE SELECTION

[Letterhead]

Republic of the Philippines)
) s.s.

Notarized Application to Participate in the Competitive Selection

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of the PSP)*, a *(corporation/partnership or Consortium)* *(organized and existing under and by virtue of the laws of [place of incorporation/ registration] or organized by agreement among its Consortium Members)*, as indicated by the authorization certificate attached as [Annex TPF-2A (for a partnership or corporation) or Annex TPF-2B (for a Consortium)], after having been duly sworn according to law, hereby certify for and on behalf of *(name of the PSP)* that:

1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP
2. In accordance with the IPSP, Volumes I and II and Annexes of the Tender Documents for the Bonifacio East Project (hereinafter referred to as the **Project**), the *(name of PSP)*, a *(partnership/corporation/Consortium)* with business address at *(business address)* hereby applies to participate in the Bidding for the Project and submits its Proposal. The *(name of PSP)* also hereby accepts all the terms and conditions of the Invitation and Tender Documents.
3. *(name of PSP)*'s Proposal consists of the following components:
 - a. Technical Proposal; and
 - b. Financial Proposal.
4. *(name of PSP)* confirms that all statements made and the information and documents provided in its Proposal, including statements made and information and documents provided by all Consortium Members, their Affiliates, EPC Contractor, and EPC Sub-contractor, in the Proposal are true and correct, and any misrepresentation or false statement made therein shall be a ground for its disqualification from the Bidding.
5. *(name of PSP)* authorizes the NHA and/or BCDA to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects. *(name of PSP)* also permits third parties to supply information required to verify statements and information submitted in its Proposal.
6. *(name of PSP)*'s Proposal is unconditional and unqualified. *(name of PSP)* understands and accepts all of the terms, conditions and other provisions of the Invitation and Tender Documents, including the final version of the JV Agreement, EPC Agreement (if applicable) and their Annexes.
7. *(name of PSP)* accedes to the bid parameters, terms and obligations provided therein and will therefore not modify, amend or alter the bid parameters even if, in its opinion, it can offer better terms than that provided herein.

8. *(name of PSP)* accedes that the interpretation and construction of these IPSP and Volumes I and II of the Tender Documents for the BEP shall rest solely with the JVSC. The JVSC shall not assume any responsibility for any erroneous interpretations or conclusions by PSPs out of data furnished or indicated in the Invitation and Tender Documents.
9. *(name of PSP)* acknowledges the right of the NHA, BCDA and/or JVSC to reject its Proposal without assigning any reason and to cancel the Bidding at any time, without incurring any liability.
10. *(name of PSP)*, including all its Consortium Members, and all of the entities it has proposed to meet the Eligibility Requirements under IPSP and Volume I -Eligibility Documents, have not at any time engaged in any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice and Restrictive Practice, nor have a Conflict of Interest.
11. *(name of PSP)* waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi- judicial or administrative writ, process or issuance against the NHA, BCDA or JVSC to restrain, prevent, suspend, or in any manner forestall, hinder or render inconvenient the Bidding Process, the award of the Project to the Winning PSP, and the implementation of the JV Agreement and EPC Agreement (If applicable). *(name of PSP)* acknowledges that the NHA and BCDA is undertaking this Bidding in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the Project is of paramount public interest and importance and that the NHA and BCDA will suffer serious and irreparable damage on account of any breach by *(name of PSP)* of these undertakings, and agrees that the breach of these undertakings shall result in its automatic disqualification to bid for the Project.
12. *(name of PSP)* confirms that there is no litigation (including court, arbitration and other proceedings) current or pending against us, which might have a material adverse effect on our ability to participate into the Bidding Process/undertake the Project, if awarded.
13. *(name of PSP)* undertakes that in case due to any change in facts or circumstances during the pendency of the process of participation in the Bidding Process impacting our qualification under these Invitation and Tender Documents, I/We would inform the JVSC immediately.
14. *(name of PSP)* agrees to keep its Bid Proposal valid for one hundred eighty (180) days from the date of their opening.
15. In the event that *(name of PSP)* is declared Eligible, *(name of PSP)* agrees to comply with the requirements of Section 3 of the IPSP, Volumes I and II and Annexes, and execute the JV Agreement within the deadlines set therein.
16. *(name of PSP)* acknowledges that the NHA and BCDA is undertaking the Bidding in the performance of its function to ensure the provision of a critical basic necessity and that, therefore, the Project is of paramount public interest and importance and that the NHA and BCDA and the Government will suffer serious and irreparable damage on account of any breach by *(name of PSP)* of these undertakings, and agree that the breach of these undertakings shall result in *(name of PSP)*'s automatic disqualification from the Bidding, without prejudice to any other remedies, actions and claims under applicable laws.

(Handwritten signatures and initials)

17. *(name of PSP)* submits the following foreign documents and affirms that, although such foreign documents have not yet been notarized and/or authenticated, such documents have been validly executed and their contents are true and correct, and should *(name of PSP)* be considered as the Winning PSP, *(name of PSP)* hereby undertakes to submit the exact same foreign documents, duly notarized and/or authenticated, no later than seven (7) days from issuance of the Notice of Award and failure to do so shall be a ground for its disqualification from the Bidding Process and the forfeiture of its Proposal Security:

Name of Foreign Document	Parties/Issuing Body	Date of Execution	Competitive Selection Document No.

For and on behalf of *(Name of PSP/Name of Consortium / List of Consortium Members)*

(Signature of Authorized Representative)

(Name)
(Designation)

SUBSCRIBED AND SWORN TO before me this (__) day of *(month and year)* at *(place)*, each affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued at *(city)* on *(date)*.

Notary Public

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(Handwritten signatures and initials)

**TPF-2A: NOTARIZED CORPORATE AUTHORIZATION AND DESIGNATION OF
AUTHORIZED REPRESENTATIVE**

(To be submitted by which is a partnership or corporation)

[Letterhead]

Republic of the Philippines)
) s.s.

I, *(name of corporate secretary or equivalent officer)*, after having been duly sworn according to law, hereby depose and state that:

1. I am a *(Filipino)* citizen, of legal age and a resident of [];
2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP.
3. I am the duly elected *(corporate secretary or equivalent officer)* of *(name of PSP)*, a *(corporation/partnership)* organized and existing under and by virtue of the laws of *(the Philippines)*;
4. At a *(regular/special)* meeting of the *(board of directors/partners)* of the PSP, held on *(date)* at *(place)*, in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

RESOLVED, that *(name of PSP)* (the **PSP**) be authorized, as it is hereby authorized, to participate in the Bidding Process for the Bonifacio East Project (**Project**) and to submit the Proposal for the Project;

RESOLVED FURTHER, that in the event the PSP is declared as the Winning PSP, it commits to fulfill all the requirements in Section 3 of the IPSP, Volumes I and II, and Annexes, including the submission and completion of the pre-conditions to the Award, the posting of Performance Security, and the signing of the JV Agreement with the NHA and BCDA.

RESOLVED FURTHER, that *(name of representative)* be appointed, as *(he/she)* is hereby appointed, as the authorized representative of the PSP during the Bidding Process, authorized to execute, sign, submit and receive documents for, and otherwise act in the name of, the PSP;

RESOLVED, FINALLY, that any and all acts done and/or performed by *(name of representative)* under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

5. These resolutions have not been revoked, amended or modified and remain valid and binding on the PSP; and
6. The above resolutions are in accordance with the records of the PSP.

Place, Date of Execution.



[Corporate Secretary or equivalent officer]

SUBSCRIBED AND SWORN TO before me this (____) day of (month and year) at (place), each affiant exhibiting to me his/her (proof of identity acceptable under Philippine notarial regulations), issued at (city) on (date).

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TPF-2B: CONSORTIUM MEMBER'S NOTARIZED AUTHORITY TO PARTICIPATE IN THE CONSORTIUM AND IN THE BIDDING, AND DESIGNATION OF LEAD MEMBER AND AUTHORIZED REPRESENTATIVE OF CONSORTIUM

(To be submitted by each Consortium Member in case the PSP is a Consortium)

[Letterhead of Consortium Member]

Republic of the Philippines)
) s.s.

I, (*corporate secretary or equivalent officer*), after having been duly sworn according to law, hereby depose and state that:

1. I am a (*Filipino*) citizen, of legal age and a resident of [];
2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP.
3. I am the duly elected (*corporate secretary or equivalent officer*) of (*name of Consortium Member*), a (*corporation/partnership*) organized and existing under and by virtue of the laws of (*the Philippines*);
4. At a regular/special meeting of the (*board of directors/partners*) of (*name of Consortium Member*), held on (*date*) at (*place*), in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

RESOLVED that (*name of Consortium Member*) be authorized, as it is hereby authorized, to participate, through a Consortium consisting of the following Members and their respective nationalities and committed percentage interests in the Consortium, in the Bidding for the Bonifacio East Project (**Project**) and to submit the Proposal for the Project;

Name of Consortium Member	Nationality	% Interest

RESOLVED FURTHER, that (*name of Consortium Member*), in the exercise of its interest in the Consortium, hereby:

- (a) Designate, as it hereby designates, (*name of Lead Member of Consortium*) as Lead Member of the Consortium with the authority to represent Consortium during the Bidding for the Project;
- (b) Designate, as it hereby designates, (*name of authorized representative of Consortium*) as the authorized representative of the Consortium during the Bidding for the Project, and for such purpose shall have the authority to execute, sign, submit and receive documents for, and otherwise act in the name of the Consortium;

(Handwritten signatures and initials in blue ink)

RESOLVED, FURTHER, that any and all acts done and/or performed by *(name of Lead Member of Consortium)* and *(name of authorized representative of Consortium)* under and by virtue of this resolution be confirmed and ratified, as they are hereby confirmed and ratified;

RESOLVED, FURTHER, that the *(name of Consortium Member)* shall maintain its percentage interest in the Consortium in accordance with its Proposal, IPSP, Volumes I and II, and the JV Agreement, and thereafter shall comply with the requirements and restrictions on changes in ownership as stated in the JV Agreement.

RESOLVED FURTHER, that in the event the *(name of PSP)* is declared as the Winning PSP, it commits to fulfill all the requirements in Section 3 of the IPSP, including the submission and completion of the pre-conditions to the Award, the posting of Performance Security, and the signing of the JV Agreement with the NHA and BCDA.

RESOLVED, FINALLY, that *(name of Consortium Member)* jointly and severally binds itself with the other Consortium Members listed above in undertaking the obligations of the Consortium in the Bidding for the Project until, if the Consortium is selected as the Winning PSP, the corporation formed by the Consortium signs the JV Agreement, or if the Consortium is not declared as the Winning PSP within one hundred eighty (180) days after the document Submission Date.

4. These resolutions have not been revoked, amended or modified and remain valid and binding on *(name of Consortium Member)*; and
5. The above resolutions are in accordance with the records of *(name of Consortium Member)*.

Place, Date of Execution.

[Corporate Secretary or equivalent officer]

SUBSCRIBED AND SWORN TO before me this (____) day of *(month and year)* at *(place)*, each affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued at *(city)* on *(date)*.

Notary Public

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TPF-3: PROPOSAL SECURITY
(To be submitted by PSP)

A small, handwritten blue mark resembling a stylized letter 'Z' or a similar symbol.A large, handwritten blue mark resembling a stylized letter 'P' or a similar symbol.A small, handwritten blue mark resembling a stylized signature or symbol.A small, handwritten blue mark resembling a stylized letter 'P' or a similar symbol.

TPF-4: COMPLIANCE STATEMENTS

(To be submitted by the PSP)

[Letterhead]

Republic of the Philippines)
) s.s.

Compliance Statements

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of the PSP)*, a *(corporation/partnership or Consortium)* *(organized and existing under and by virtue of the laws of [place of incorporation/ registration] or organized by agreement among its Consortium Members)*, after having been duly sworn according to law, hereby state for and on behalf of *(name of the PSP)* that:

1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP.
2. In accordance with the IPSP and Volume II —Technical and Financial Proposals of the Bonifacio East Project (BEP), hereinafter referred to as the **Project**, the *(name of PSP)*, a *(partnership/corporation/Consortium)* with business address at *(business address)*, submitted its Technical Proposal.
3. *(name of PSP)* is aware of the bid parameters the IPSP and Volume II —Technical and Financial Proposals.
4. *(name of PSP)* hereby declares, represents, and warrants that it has read and understood each and every section and page of the Tender Documents, its provisions, terms and conditions, and all amendments, supplements, or modifications thereto, as well as the decisions of the JVSC; and accepts and agrees to be bound and fully abide by and comply with the terms and conditions of the Tender Documents and all amendments, supplements, or modifications thereto, as well as the decisions of the JVSC.
5. *(name of PSP)* declares and confirms that its Technical Proposal is in compliance with the Minimum Performance Standards and Specifications (defined and provided in the final version of the JV Agreement and EPC Agreement (if applicable)).

For and on behalf of *(Name of PSP/Name of Consortium / List of Consortium Members)*

(Signature of Authorized Representative)

(Name)
(Designation)

SUBSCRIBED AND SWORN TO before me this (__) day of *(month and year)* at *(place)*, each affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued at *(city)* on *(date)*.

Notary Public

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TPF-5: BUSINESS PLAN

(To be submitted by the PSP)

Name of PSP: _____

The Business Plan must include the following:

1. Marketing plan for the Project; and
2. Allocation of responsibility for the Project marketing risks.

For and on behalf of (PSP/Lead Member)

(Signature of Authorized Representative)

(Name)
(Designation)

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TPF-6A: NOTARIZED STATEMENT OF ACCEPTANCE OF THE ORIGINAL PROPONENT'S PROJECT CONSTRUCTION IMPLEMENTATION PLAN

(To be submitted by the PSP that opts to accept the Conceptual Engineering Design of the Original Proponent in lieu of submission of Annex TPF-2B).

[Letterhead]

Republic of the Philippines)
) s.s.

Notarized Statement of Acceptance

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of the PSP)*, a *(corporation/partnership or Consortium)* *(organized and existing under and by virtue of the laws of [place of incorporation/ registration] or organized by agreement among its Consortium Members)*, after having been duly sworn according to law, hereby state for and on behalf of *(name of the PSP)* that:

1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP.
2. *(name of the PSP)* certifies that it has reviewed the Project Construction Implementation Plan of the Original Proponent, has found the same to be compliant with the Minimum Performance Standards and Specifications, and is able to undertake the Project in accordance with the Project Construction Implementation Plan of the Original Proponent.
3. *(name of the PSP)* accepts and adopts the Project Construction Implementation Plan of the Original Proponent as its own Project Construction Implementation Plan, which shall form part of the JV Agreement and EPC Agreement (if applicable) with the NHA and BCDA if *(name of the PSP)* is declared the Winning Comparative Proponent and issued a Notice of Award.

For and on behalf of (Name of the PSP/
Name of Consortium and List of Consortium Members)

(Signature of Authorized Representative)
(Name) (Designation)

SUBSCRIBED AND SWORN TO before me this () day of (month and year) at (place), each affiant exhibiting to me his/her (proof of identity acceptable under Philippine notarial regulations), issued at (city) on (date).

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TPF-6B: PROJECT CONSTRUCTION IMPLEMENTATION PLAN

(To be submitted by the PSP)

Name of PSP: _____

The Project Construction Implementation must include the following:

- | Sub-Annexes | Details |
|---------------|---|
| Annex TPF-6-1 | Operational Feasibility |
| Annex TPF-6-2 | Technical Soundness |
| Annex TPF-6-3 | Preliminary Environmental Assessment, indicating that there is compliance with environmental standards and regulations |
| Annex TPF-6-4 | Construction Plan, which includes: <ul style="list-style-type: none">a. Construction organization for the Project, identifying key personnel and positions;b. Construction methodology and procedures;c. Quality control system;d. Development and construction schedule, milestones, and S-curve;e. Major construction equipment to be used;f. Traffic management plan during Construction;g. Health, safety, and security program for Construction; andh. Schedule to secure permits |
| Annex TPF-6-5 | Conceptual Design, which includes: <ul style="list-style-type: none">a. Description of the conceptual layout for the Project;b. Architectural analysis of the Project site and its surroundingsc. Key design concepts considered for the design of the Project;d. Area program and the project components comprising the Project;e. Components proposed for the commercial business;f. Floor area ratio and gross floor area requirements when applicable to the Project's buildings/structure; andg. Conceptual layout of the Project on 1:1000 scale. |

For and on behalf of (PSP/Lead Member)

(Signature of Authorized Representative)

(Name)
(Designation)

(Handwritten signatures and initials)

FPF-1: COMPLIANCE STATEMENTS

(To be submitted by the PSP)

[Letterhead]

Republic of the Philippines)
) s.s.

Compliance Statements

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of the PSP)*, a *(corporation/partnership or Consortium)* *(organized and existing under and by virtue of the laws of [place of incorporation/ registration] or organized by agreement among its Consortium Members)*, after having been duly sworn according to law, hereby state for and on behalf of *(name of the PSP)* that:

1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP.
2. In accordance with the IPSP and Volume 2 — Technical and Financial Proposals for the Bonifacio East Project, hereinafter referred to as the **Project**, the *(name of PSP)*, a *(partnership/corporation/Consortium)* with business address at *(business address)*, submitted its Technical Proposal.
3. *(name of PSP)* is aware of the bid parameters indicated in Volume 2 — Technical and Financial Proposals.
4. *(name of PSP)* hereby declares, represents, and warrants that it has read and understood each and every section and page of the Tender Documents, its provisions, terms and conditions, and all amendments, supplements, or modifications thereto, as well as the decisions of the JVSC; and accepts and agrees to be bound and fully abide by and comply with the terms and conditions of the Tender Documents and all amendments, supplements, or modifications thereto, as well as the decisions of the JVSC.
5. *(name of PSP)* declares and confirms that its Financial Proposal are in compliance with the IPSP and Volume 2 — Technical and Financial Proposals.

For and on behalf of *(Name of PSP/Name of Consortium / List of Consortium Members)*

(Signature of Authorized Representative)

(Name)
(Designation)



FPF-2: COST AND FINANCING PLAN

(To be submitted by the PSP)

The PSP must submit its cost and financing plan describing its sources of funds and the terms of financing for both debt and equity required for implementing the Bonifacio East Project (the **Project**).

The cost and financing plan should be in an amount sufficient to cover all estimated costs for all of the Project.

Financing must be in the form of equity and debt. At least fifteen-percent (15%) of the total financing, inclusive of contingencies, must be in the form of equity, and the remainder in debt or subordinated debt. For the avoidance of doubt, shareholder loans will be treated as equity provided that they are subordinated to all other debt.

For the avoidance of doubt, the sum of the (1) debt, and (2) equity, should be equal to the sum of the estimated costs for all of the Project.

SOURCES OF FUNDS					
Items / Sources	USD or other currency	+	Local Currency (PHP)	=	Equivalent Total in Philippine Peso (PHP) ¹
1.1 Total Project Costs (excluding stand-by credit facility)					
1.2 Equity					
• Lead Member Name: _____					
• (Member of Consortium) Name: _____					
• (Member of Consortium) Name: _____					
• Concessionaire/Supplier Name: _____					
• Concessionaire/Supplier Name: _____					
• Philippine sources Name: _____					
• Other sources (specify) Name: _____					
Total Equity:					
1.3 Debt					
• Export Credit Agencies (List individually)					
• Export Credit Agency Name: _____					
• Export Credit Agency Name: _____					
• Export Credit Agency					

¹ Conversion of foreign currency into Philippine Peso (PHP) shall be based on the applicable exchange rate published by the Bangko Sentral ng Pilipinas.

Name: _____				
• <i>Export Credit Agency</i> Name: _____				
• <i>Commercial Sources</i> <i>(List individually)</i>				
• <i>Commercial Source</i> Name: _____				
• <i>Commercial Source</i> Name: _____				
• <i>Commercial Source</i> Name: _____				
• <i>Multilateral Sources</i> <i>(List individually)</i>				
• <i>Multilateral Source</i> Name: _____				
• <i>Multilateral Source</i> Name: _____				
• <i>Other Sources</i> <i>(List individually)</i>				
• <i>Other Source</i> Name: _____				
Total Debt:				

In support of the cost and financing plan provided above, the following documents must be provided:

1. for each entity providing equity identified in Section 1.2 of the table above, a notarized certification from its chief executive officer or treasurer/controller that such entity will provide the amount of equity stated in Section 1.2 of the table above at the relevant time; and
2. if the PSP plans to obtain an underwriter for all or part of the debt, a letter from the proposed underwriter that it agrees to underwrite the specified amount. The PSP may use the Annex A of this Annex FPF-2 for this purpose

Note: *If the PSP is obtaining financing, no security interest or other encumbrance shall be granted over the PSP's shares or interests in the JV or any other assets of the JV.*

[Handwritten signatures and initials in blue ink]

**ANNEX A to
FPF-2: FORM OF WILLINGNESS TO LEND**

(Name of Institution)

(Date)

[Name]

Bases Conversion and Development Authority

BCDA Corporate Center
2nd Floor, Bonifacio Technology Center
31st St., corner 2nd Avenue
Bonifacio Global City, Taguig
1634

Gentlemen:

In connection with the participation of (*name of PSP*) in the Bidding Process for the Bonifacio East Project, we wish to indicate our willingness to provide and/or arrange the following credit and/or other finance facilities for the PSP, if and when it is declared the Winning PSP, as follows:

[Names and amounts of Facilities]

as described in the attached Term Sheet(s) (*Term sheet(s) of credit facilities to be attached to letter, including amount(s), interest rate(s) and margin(s), tenor(s) and other terms*)

Very truly yours,

(Signature of Authorized Representative)

(Name)

(Designation)

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FPF-3: FINANCIAL PROPOSAL AMOUNT

(To be submitted by the PSP)

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(PSP)*, a *(corporation/partnership or Consortium)* *(organized and existing under and by virtue of the laws of [place of incorporation/registration] or organized by agreement among its Consortium Members)*, hereby declare for and on behalf of *(name of PSP)* that:

1. In accordance with the Tender Documents for the Bonifacio East Project, *(name of PSP)*, a *(partnership/ corporation/ Consortium)* with business address at , hereinafter referred to as the PSP, submits the Financial Proposal Amount.
2. The PSP's minimum investment commitment to the JV shall be fixed at One Hundred Thirty Seven Billion Pesos (PhP137,000, 000,000.00).
3. NHA's contribution to the JV shall be its development and usufructuary rights over the 35.0 ha portion of the Bonifacio East Property (BEP)
4. BCDA's contribution to the JV shall be its development and usufructuary rights over the 24.6 ha portion of the BEP.

For and on behalf of *(Name of PSP*
/Name of Consortium / List of Consortium Members)

By:

(Name and Signature of Authorized Representative)

Date: _____

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FPF-4: FINANCIAL MODEL

(To be submitted by the PSP)

Name of PSP: _____

PSPs must submit their financial model for the Project in electronic form, in Microsoft Excel format, showing all relevant formulas, with amounts stated in Philippine Pesos and foreign currency where relevant expressed in 2018 prices:

1. Project Costs
 - a. Overheads (e.g., Management Fees, Insurances, Preliminary & Detailed Design, Drawings)
 - b. Building/s (e.g., site preparation, structure, foundations, interiors, electrical & mechanical systems)
 - c. Open Areas (e.g., car parks, access roads)
 - d. Contingency
 - e. Any applicable VAT, Import Duties and other taxes/duties
 - f. Others
2. Equity Contribution and Infusion Schedule
3. Loan and Quasi-loan Infusion Schedules and Terms
4. Taxes and Duties
5. Derivative Exposures and Costs
6. Forecasted Profit and Loss Statement, Statement of Financial Position, and Statement of Cash Flows on a monthly and annual basis

FPF-5: RELEVANT INCOME TAX RETURN
(To be inserted by the PSP)

A small, handwritten blue mark, possibly a checkmark or a stylized letter, located below the section header.A handwritten blue mark, possibly a stylized letter or signature, located in the bottom left corner.A large, handwritten blue mark, possibly a stylized letter or signature, located in the bottom left area.A handwritten blue mark, possibly a stylized letter or signature, located in the bottom center.A handwritten blue mark, possibly a signature, located in the bottom right area.A handwritten blue mark, possibly a stylized letter or signature, located in the bottom right corner.

FPF-6: RELEVANT BUSINESS TAX RETURNS
(To be inserted by the PSP)

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FPF-7: RELEVANT VAT/PERCENTAGE TAX RETURNS
(To be inserted by the PSP)

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OUTBIDDING FORM

(To be submitted by the Original Proponent)

I, (*name*), (*citizenship*), of legal age, with office address at (*address*), as the authorized representative of Shanghai NanJiang (Group) Co. Ltd. (SNCL), **Original Proponent**, a corporation organized and existing under and by virtue of the laws of *the People's Republic of China*, hereby declare for and on behalf of the Original Proponent that:

1. In accordance with the Tender Documents for Bonifacio East Project, the Original Proponent, a corporation with business address at [], hereinafter referred to as the Original Proponent, submits the following amount pursuant to its right to outbid ("**Outbid Amount**").
2. The Original Proponent's minimum investment commitment to the JV shall be fixed at the amount of _____ Pesos (Php_____.00).
3. NHA's contribution to the JV shall be its development and usufructuary rights over the 35.0 ha portion of the Bonifacio East Property (BEP)
4. BCDA's contribution to the JV shall be its development and usufructuary rights over the 24.6 ha portion of the BEP.

For and on behalf of the Original Proponent

By:

(Name and Signature of Authorized Representative)

Date: _____

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COMPETITIVE CHALLENGE FOR THE
JOINT VENTURE DEVELOPMENT OF THE
BONIFACIO EAST PROPERTY
TAGUIG CITY

- Draft Joint Venture Agreement