



**BCDA**  
Bases Conversion and  
Development Authority

**JHMC**  
JOHN HAY MANAGEMENT CORPORATION

## Terms of Reference

**Long-term Lease of the Sheridan Drive Center within the John Hay Special Economic Zone, Baguio City**

**TERMS OF REFERENCE  
FOR THE LONG-TERM LEASE AND DEVELOPMENT OF THE  
SHERIDAN DRIVE CENTER  
WITHIN THE JOHN HAY SPECIAL ECONOMIC ZONE  
BAGUIO CITY, PHILIPPINES**

**ARTICLE I  
PROJECT RATIONALE**

- Section 1 Republic Act No. 7227, as amended, 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 or lease of portions of Metro Manila, and to apply said funds for the development and conversion of the said reverted military baselands.
- Section 2 The BCDA with its subsidiary, John Hay Management Corporation (JHMC) which is in charge of the administration and management of the John Hay Special Economic Zone (JHSEZ) in Baguio City, Philippines, wishes to consider bids for the long-term lease and development of the **5,700-square-meter**, more or less, Sheridan Drive Center (hereinafter referred to as the "Property") located within the JHSEZ. The vicinity map of the Property is attached as Annex "A".
- Section 3 The disposition is to be 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 BCDA Lease Guidelines, and other relevant laws, Executive Orders, and rules and regulations, to the extent applicable.
- Section 4 This bidding is being administered by the joint Asset Disposition Program Committee (ADP-Com) of BCDA and JHMC whose decisions or actions shall be subject to the approval of the BCDA

**ARTICLE II  
BACKGROUND OF THE PROPERTY**

- Section 1 **Description of the Property.** The Property has a total land area of approximately **5,700-square-meters**, and located in the south corner of Sheridan Drive in the JHSEZ, Baguio City. The Property is the developable portion of Parcel 1 of the Sheridan Drive Properties with an approximate aggregate area of 12,000 square meters.

For reference, a lot plan illustrating the foregoing information is attached as Annex "B-1".

- Section 2 **Status of the Property.** The Property is within the JHSEZ was transferred to BCDA through Presidential Proclamation No. 198 series of 1993. The JHSEZ, by virtue of Presidential Proclamation No. 1191 series of 2006, has been designated as a Special Tourism Economic Zone. Since the Property is within an Economic Zone, the Winning Bidder, may qualify for tax and other incentives under Republic Act 7916: The Special Economic Zone Act of 1995.

The Property has an existing structure which is called the Igorot Lodge formerly operated by the Asian Institute of Management (AIM) and occupying approximately 2,000 square meters.

A map showing the existing structure within the Property and the Land Use Map of JHSEZ is hereto attached as Annex "B-1", "B-2" and "C", respectively.

Section 3

**Option to Lease the JHMC Cottages.** The Winning Bidder may opt to lease an additional developable area, situated on the south of the Property, with an approximate area of **3,100 square meters**, where two (2) JHMC Cottages (625/626 & 627/628) are located. The option to lease may be exercised within one (1) year from the signing of the Contract of Lease.

The maximum gross floor area of the additional leasable area shall be **9,300 square meters**.

The same restrictions as enumerated in Article II, Section 5, except Section 5.5 of this TOR, shall apply to this property. Should the Winning Bidder opt to lease the additional area, securing of permits from the Department of Environment and Natural Resources (DENR) for cutting and balling of trees and all related costs thereto shall be the sole responsibility of the Winning Bidder.

The same rights and obligations as enumerated in Article VII, except Section 1.9, of this TOR, shall apply to this property. BCDA/JHMC shall assist the Winning Bidder in securing permits from the DENR through a written endorsement.

For reference, a lot plan illustrating the foregoing information is attached as Annex "B-2".

Section 4

**Land Uses for the Property.** The Sheridan Drive Center, shall be a **mixed-use development** primarily for a hotel with commercial office/retail services and recreational spaces.

The areas of which shall be within the allowable GFA for the property.

Section 5

**Restrictions on the Property.** The development of the Property shall strictly comply with the Comprehensive Master Development Plan (CMDP) and Design Standards and Guidelines (DSG) of JHSEZ and all pertinent government standards such as, but no limited to, the National Building Code, the Comprehensive Fire Code of the Philippines and other relevant laws, rules, regulations and issuances of the agencies of the National Government, both existing and subsequent issuances.

Moreover, the following restrictions shall govern the development of the Property:

5.1 **Maximum Gross Floor Area (GFA).** The Property shall have a maximum allowable gross floor area (GFA) of **17,100 square meters**, as prescribed by the CMDP.

5.2 **Maximum Number of Building Floors.** The maximum number of floors allowed for all buildings/structures to be constructed on the property shall be three (3) floors reckoned from the upper ground line but shall not exceed 15 meters in total height measured from the lower ground line to the apex of the building/structure.

5.3 **Completion of the Development of the Property.** The development of the Sheridan Drive shall be completed **within three (3) years** from the signing of the Contract of Lease.

5.4 **Parking.** Provisions for parking shall conform to the requirements set under the National Building Code of the Philippines and of the development policy and guidelines set by the BCDA/JHMC through the JSHEZ Design Standards and Guidelines.

5.5 **Cutting of Trees.** The BCDA/JHMC shall undertake to secure permits for the project from the Department of Environment and Natural Resources (DENR) with the assistance of the Winning Bidder. However, cutting/balling of trees and related costs thereto shall be the sole responsibility of the Winning Bidder.

5.6 **Clearing of Existing Structures.** Clearing of the existing structures shall be the sole responsibility of the Winning Bidder after securing the necessary permits or clearances from JHMC. In cases where developmental permits from other National Government Agencies need to be secured, JHMC will endorse such applications to the concerned Agencies.

5.7 **Green Development Principles.** Development of the Property should incorporate sustainable design features with the overall objective of reducing greenhouse gas emissions, water and power use and waste generation. Examples of sustainable design features include, but not limited to:

- a. maximized natural light access
- b. maximized natural ventilation opportunities
- c. thermally efficient building design and shell
- d. passive solar building design
- e. inclusion of green roofs/walls
- f. water sensitive urban design
- g. low water demand plant species in landscape design
- h. no water-intensive and chemical-intensive uses (e.g. swimming pools)

The Winning Bidder should explore opportunities for sustainability excellence and cultural and environmental preservation by following best practice environmental benchmarks for building and development.

5.8 **Design and Visual Impact.** The development should enhance the physical fabric of its vicinity. Building and landscape designs should be compatible with the prominent character and architectural style of Camp John Hay. The Winning Bidder must ensure that buildings and structures will not negatively impact the visual amenity and view corridors of the property. The assessment shall consider (1) the suitability of the building with the landscape's natural contour, (2) suitability of building's colors, forms, textures, and materials, (3) visibility of natural/landscape resources from interior and exterior observation points.

5.9 **Governing Development Plans.** The Winning Bidder will be provided copies of the following development plans which shall serve as guide in the development of the property:

- a. JHSEZ Comprehensive Master Development Plan (CMDP); and
- b. JHSEZ Design Standards and Guidelines (DSG)

### ARTICLE III

#### MODE OF DISPOSITION AND MINIMUM BID PRICE

- Section 1 BCDA/JHMC is offering the Property for long-term lease and development for a period of **twenty-five (25) years**, commencing on the signing of the Contract of Lease (draft attached as Annex "D"), with options for renewal specified in Article VI. For this purpose, any negotiation for renewal may not start earlier than two (2) years prior to the expiration of the existing lease term, unless a strong reason justifies an early renewal, subject to the approval of BCDA/JHMC.
- Section 2 The subject of the bidding for the Property is the equivalent annual lease rate on the fourth (4<sup>th</sup>) year of the lease period. **The Minimum Bid shall not be less than Pesos: Five Million One Hundred Thousand Pesos (Php5,100,000.00)**, exclusive of twelve percent (12%) Value added Tax (VAT).

### ARTICLE IV

#### LEASE PAYMENTS AND TERMS

- Section 1 The Winning Bidder agrees to pay BCDA/JHMC
- 1.1 **Advance Lease Rental.** The Advance Lease Rental equivalent to the sum of the Annual Fixed Lease of the 4<sup>th</sup> and 5<sup>th</sup> years of the lease as indicated in the Schedule of Payments attached as annex to the Contract of Lease, which shall be considered as automatic payments to such years.
  - 1.2 **Payment of Annual Fixed Lease.** The Annual Fixed Lease for the 6<sup>th</sup> year, shall be paid without need of demand within thirty (30) days from the start of the 6<sup>th</sup> year reckoned from the date of the signing of the Contract of Lease (the "Anniversary Date"). Succeeding lease payments shall be made every year thereafter, within thirty (30) days from the start of the succeeding lease period, also without need of demand from BCDA/JHMC.
- Section 2 **Escalation Rate.** The lease rate for the Sheridan Drive shall be subject to a ten percent (10%) escalation every three (3) years. Computation of the escalation rate shall commence upon signing of the Contract of Lease.
- Section 3 **Grace Period.** BCDA/JHMC shall allow the **LESSEE** to use the whole property with no lease payments for the first three (3) years of the lease agreement, but the **LESSEE** shall pay the corresponding cost of the utilities

and other cost of operations. Within the grace period, the **LESSEE** shall start development of the property, and establish operations.

When the Option to Lease the JHMC Cottages is exercised by the Winning Bidder, the grace period shall be extended/applied but shall expire simultaneously as the grace period for the Sheridan Drive Center.

## ARTICLE V SECURITIES

Section 1 **Security Deposit.** This shall be equivalent to the Advance Lease Rental and shall be maintained at all times for the duration of the lease, subject to replenishment if necessary, to answer for any damage to the leased premises, common utility facility (i.e. water pipes, power lines, etc.) used by the Lessee, unpaid utilities, or any accountabilities of the Lessee during construction and development of the Sheridan Drive Center, in any of the following forms below:

- a. Cash, Cashier's or Manager's Check or irrevocable Letter of Credit issued by a universal bank acceptable to BCDA/JHMC; or
- b. Bank Guaranty or Irrevocable Letter of Credit by a Universal or Commercial Bank acceptable to BCDA/JHMC.

Section 2 **Lease Payment Security.** To fully secure the annual fixed lease for the property, not later than three (3) months before the start of the 5<sup>th</sup> year of the lease. The winning bidder shall submit a continuing guaranty with a face value equivalent to the Annual Fixed Lease for the ensuing year of the lease, in any of the following forms below:

- a. Cash, Cashier's or Manager's Check or irrevocable Letter of Credit issued by a universal bank acceptable to BCDA/JHMC; or
- b. Bank Guaranty or Irrevocable Letter of Credit by a Universal or Commercial Bank acceptable to BCDA/JHMC.

Section 3 **Performance Security.** On the signing date of the Lease Agreement, and to secure the LESSEE's faithful compliance with the submitted Development Plan, the LESSEE shall deliver to the satisfaction of the LESSOR a Performance Security in any of the following forms:

- a. Irrevocable Letter of Credit issued by a universal bank authorized by the BSP equivalent to five percent (5%) of the total Investment Commitment;
- b. Unconditional Bank Guarantee or Stand-by Letter of Credit issued by a universal bank authorized by BSP equivalent to ten percent (10%) of the total Investment Commitment

## ARTICLE VI EXPIRATION AND RENEWAL

Section 1 **Renewal.** The Contract of Lease may be renewed subject to the submission of a written Letter of Intent for lease renewal by the Lessee, two (2) years prior to the expiration of the lease period. The lease agreement may be renewed at the following options:

- a. Additional ten (10) years with a continuing lease rate and terms;
- b. Additional twenty-five (25) years with a new lease rate equivalent to the fair rental value of the improvements based on a third-party appraisal by two (2) independent appraisal companies mutually acceptable to both BCDA/JHMC and the Winning Bidder.

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

The annual escalation rate of ten percent (10%) every three (3) years shall continue to apply on the Annual Lease for the additional lease period.

Section 2

**Expiration.** Upon termination of the initial lease period and without the Lessee exercising the option to renew the lease period, the ownership of all buildings and permanent facilities/improvements introduced by the Winning Bidder on the Property shall automatically transfer to BCDA/JHMC.

**ARTICLE VII  
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, JHMC and the Winning Bidder and maintain all warranties and representations in good standing for the duration of the contract period.

1.2 Undertake planning, construction, financing, development, operation and maintenance of the Property upon signing of the Contract of Lease.

1.3 Submit to BCDA/JHMC, for approval, its Development Plan for the Property within six (6) months from the signing of the Contract of Lease. It is understood that the BCDA/JHMC-approved Development Plan shall be made part of the Contract of Lease executed between BCDA, JHMC and the Winning Bidder.

As a guide, the Development Plan shall, at the minimum, contain the following information:

- proposed land uses and corresponding GFA for each use;
- conceptual design, features and amenities (if any);
- the timetable, including major development milestones;
- schedule of capital investments; and
- estimated total development cost.

Strictly comply with the allowable land use/s and the development restrictions for the Property as set in this Terms of Reference (TOR), specifically under Article II, Sections 4 and 5.

1.4 Commence development on the Property within six (6) month from the BCDA/JHMC approval, of the Development Plan and complete the

development of the Property in accordance with the prescribed Development Plan as specified in Article II, Sections 5.3 above.

1.5 Upon signing of the Contract of Lease, submit to BCDA/JHMC a performance security in any of the described forms as specified in Article IV, Section 1.5, to guarantee the faithful performance of the development of the Property as prescribed in the Bidding.

1.6 Upon signing of the Contract of Lease, submit to BCDA/JHMC an acceptable form of continuing guaranty or Surety Bond in any of the described forms as specified in Article V, Section 2, which shall be automatically renewed until the end of the lease to fully secure the Annual Lease for the Property. The lease guaranty shall be required not later than three (3) months before the start of the 5<sup>th</sup> year of the lease.

1.7 Not later than two (2) months after completion of construction, obtain, at its own cost, an all-risk insurance coverage for construction and improvements introduced during the term of the lease in an amount equivalent to its replacement value with BCDA/JHMC as the beneficiary, and submit to BCDA/JHMC the original insurance policy and the corresponding Official Receipt within five (5) days from the issuance of said insurance policy.

1.8 Pay, at its sole account, all applicable taxes, real property tax (if any), licenses, fees and charges due on the lease 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 taxes are required by law to be withheld from the payment to BCDA/JHMC, the Winning Bidder shall submit certification of taxes withheld at the time of payment to BCDA/JHMC, otherwise any such taxes withheld will not be considered as authorized deductions.

1.9 Assist BCDA/JHMC in securing the Tree-Cutting Permit from the Department of Environment and Natural Resources for the clearing of trees for cutting or baling.

1.10 Undertake, at its sole cost, on-site development and provide utilities, access roads to the Property, and internal road networks. This includes clearing and properly disposing of the existing cottages/structures within the property, in accordance with the law and environmental rules and regulations, at the Winning Bidder's own cost.

1.11 Upon expiration or termination of the lease term, turn-over/transfer ownership of permanent structure/s, facilities and other improvements introduced by the Winning Bidder on the Property to BCDA/JHMC.

1.12 In case of a consortium, each member shall be jointly and severally liable with all other members in the performance of the obligations of the Winning Bidder.

1.13 Agree to pay the required maintenance or utility fees, which will be assessed by BCDA/JHMC.

Should the Winning Bidder fail to perform its responsibilities stipulated in Sections 1.5 and 1.6 above, the Winning Bidder shall be liable to pay JHMC

the amount of **Fifty Thousand Pesos (PhP50,000.00)** for every day of delay of the submission of the guaranty and the original insurance policy.

Should the Winning Bidder fail to perform any of its responsibilities as specified in Sections 1.2, 1.3 and 1.4 above, BCDA/JHMC 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/JHMC in relation to the lease of the Property.

The section shall not preclude BCDA/JHMC 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/JHMC**

The BCDA/JHMC shall:

2.1 Give the Winning Bidder the sole right to lease, develop, operate, and manage the Property, subject to the restrictions and terms and conditions of the agreements entered into between BCDA/JHMC and the Winning Bidder.

2.2 Deliver the Property on an as-is-where-is basis, upon signing of the Contract of Lease.

2.3 Provide the Tree Cutting Permit for the 5,700 square meter developable area to the Winning Bidder, not later 12 months upon signing of the Contract of Lease. However, all costs related to the application of permits and clearing of the trees shall be for the account of the Winning Bidder.

Section 3 The rights and responsibilities of BCDA/ JHMC 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 VIII  
BIDDING PROCEDURE**

Section 1 **Process Flow.** The Bidding process shall proceed as follows:



Section 2 **Publication of Invitation to Bid.** BCDA/JHMC shall publish once the *“Invitation to Bid”* in three (3) newspapers or publications of general circulation. It shall also be posted in the BCDA and JHMC websites, [www.bcdagov.ph](http://www.bcdagov.ph) and [www.jhmc.com.ph](http://www.jhmc.com.ph) respectively. This shall serve to inform and invite prospective Bidders to the subject bidding.

Section 3 **Submission of Bids.** Bidders shall submit their bids comprising of their *Eligibility Documents* and *Final Proposals* no later than the deadline specified in Article X *Timetable of Activities*. The *Eligibility Documents* and *Final Proposals* shall be submitted simultaneously, in two (2) separate sealed envelopes:

**First Envelope** containing two (2) sets of the **Eligibility Documents**, as listed in Article IX, Section 2, appropriately marked as: *“Original Copy: Eligibility Documents”* and *“Copy 1: Eligibility Documents”*; and

**Second Envelope** containing two (2) sets of the **Final Proposal**, as described in Article IX, Section 3, appropriately marked as: *“Original Copy: Final Proposal”*, and *“Copy 1: Final Proposal”*.

**ARTICLE IX**  
**ELIGIBILITY CHECK, EVALUATION OF BIDS**  
**AND SELECTION OF WINNING BIDDER**

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

**Stage 1** involves the opening and preliminary examination of the *Eligibility Documents* to determine completeness of documents submitted by the Bidder and the sufficiency of data/information provided therein.

**Stage 2** involves the opening and initial evaluation of the *Final Proposal* to determine compliance with the financial bid 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:

2.2 **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 and allowed to lease and develop lands in the Philippines, if a foreign corporation. A consortium or joint venture may also apply for eligibility, provided that, the lead member/partner of the consortium/joint venture is duly registered with the Philippine SEC. The consortium or joint venture should submit during the bid submission a copy of the duly executed consortium agreement/joint venture agreement among all members of such consortium/joint venture showing the principal rights and obligations of the members/partners, the extent of participation of each member/partner and their commitment to be jointly and severally liable to BCDA for their responsibilities in relation to the lease of the Property.

**2.3 Compliance Commitment.** The Bidder (or all its consortium members/joint venture partners) must commit to comply, in the development of the Property, with: (1) the allowable land use/s, and the development restrictions for the Property; and (2) all other pertinent government standards such as, but not limited to, the National Building Code, the Comprehensive Fire Code of the Philippines, and other relevant laws, rules, regulations and issuances of the agencies of the National Government for the entire duration of the lease.

**2.4 Technical Capability.** The Bidder (or a member, if a consortium/joint venture) should have at least five (5) years of experience in developing projects similar to the allowable uses for the Property, as specified under Article II Section 3 of this TOR, and must have completed a similar project with, either a land area of at least five thousand (5,000) square meters, or a total project cost of not less than **Five Hundred Million Pesos (PhP500,000,000.00)** excluding the cost of the land.

**2.5 Financial Capacity.** The Bidder (or the lead member/partner, if a consortium/joint venture) must have adequate capability to finance the proposed development of the Property and meet all of its financial obligations to BCDA/JHMC, which shall be measured in terms of the audited cash bank balance or credit line facility. The Bidder (lead member/partner, if a consortium/joint venture) should have an available cash balance or credit line of at least 70% of the estimated project development cost of **Five Hundred Million Pesos (PhP500,000,000.00)**.

**2.6 Assignment and Substitution.** Subject to the written approval of BCDA/JHMC, a consortium member/joint venture partner may assign to any member/partner of the consortium/joint venture or to a third party, its rights, interests or obligations in the Contract of Lease with BCDA/JHMC, provided that, a fee of 5% of the Annual Fixed Lease prevailing at the assignment date or consideration of PhP500,000.00, whichever is higher, will be charged to the Winning Bidder.

There should be no substitution of nominated consortium member/s or joint venture partner/s until the signing of the Contract of Lease. Substitution of consortium member/s or joint venture partner/s after the signing of the Contract of Lease shall be subject to the written approval of BCDA/JHMC. Prior to approval by BCDA/JHMC, the name of the nominated member/partner of the consortium/joint venture must be disclosed to BCDA/JHMC.

**2.7 No Default.** The Bidder (and all its consortium members/joint venture partners), 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/JHMC at the day of submission of bids, as determined by the BCDA/JHMC Board.

**2.8 No Pending Case.** The Bidder (and all its consortium members or joint venture partners/nominated firm or assignee, in case of consortium or joint venture), its parent company, or its subsidiaries, or affiliates with common controlling shareholdings, if any, should not be involved in any case against BCDA/JHMC.

**2.9 Timely and Complete Payment of Taxes.** The Bidder (and all its consortium members) should have no tax liabilities in the Philippines. A Tax Clearance Certificate issued by the Bureau of Internal Revenue (BIR) shall be required as part of the post-qualification process.

**2.10 Bid Documents.** The Bidder must have purchased the *TOR* (including bid forms and pertinent documents) for a non-refundable fee of **Fifty Thousand Pesos (PhP50,000.00)**. 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.

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

Duly notarized Eligibility Statement or Joint Eligibility Statement (format attached as Annex "F-1" or Annex "F-2", as applicable) which shall include the following information in support of the Bidder's eligibility:

- Bidder's Profile (format attached as Annex "G"), which contains general organization and financial information about the Bidder. This should be accomplished by all members, in case of consortium;
- Cash bank balance or credit facilities with reputable banks of the Bidder or any of its members in case of a consortium;
- A statement of Commitment to comply with: (1) the allowable land use/s, and the development restrictions for the Property; and (2) all other pertinent government standards;
- A statement of "no-default" on its financial or other obligations to BCDA/JHMC;
- A statement of no pending or unpaid tax liabilities in the Philippines;
- A statement of acceptance of the qualification criteria established by the BCDA/JHMC, commitment to abide by the decision of the BCDA Board, and waiver of its rights to seek legal remedies against BCDA, JHMC, its Board of Directors, Officers, staff, consultants and authorized representatives/personnel in connection with this selection process;
- A statement of attesting to the veracity of all information presented and authenticity of all documents submitted;
- A statement of affirmation of BCDA's/JHMC's anti-corruption policy; and
- A summary of the Bidder's (or in case of a consortium, of the member which meets the Technical Capability requirement) completed projects as well as on-going projects, which are similar to the intended development for the Property, including description, area of

development, nature of the entity's participation, status of the project and the project cost (format attached as Annex "H").

- If a joint venture/consortium member, or nominated firm/consultant/affiliate will be used to comply with any of the Technical Capability Requirements or the Financial Capacity Requirements, the Bidder must submit a duly notarized Certification of Nomination or Affiliation (format attached as Annex "I"). For nominated firm/consultant/affiliate, a Memorandum of Understanding may also be submitted which discusses the intent by the Bidder and the nominated firm/consultant/affiliate to collaborate, work together and arrive at a more definitive agreement relative to the implementation of the Project. Such definitive agreement shall be submitted to the BCDA/JHMC no later than sixty (60) calendar days from the signing of the Contract of Lease.
- Certification from the bank/s reflecting the Bidder's cash balance or available credit facilities of the Bidder as of the month prior to the deadline set for the submission of bids (if bidding as a consortium, any member of the consortium).
- SEC Registration together with the General Information Sheet (GIS) of the Bidder for the latest applicable calendar or fiscal year (or all members, in case of a consortium) or, for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.
- Articles of Incorporation and By-Laws of the Bidder (or all members in case of consortium), and any amendments thereof.
- 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 and signatory for this purpose.
- BCDA/JHMC 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 "J"), stating its bid for the Annual Lease for the Property duly signed by its authorized representative, which amount 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 Bid Price for the property, which shall be 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/JHMC and the Winning Bidder, unless otherwise forfeited under Article X, Section 9.

## Section 4 Evaluation of Bids

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

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

The ADP-Com shall open the *Final Proposals* to determine compliance with the requirements under Article VII, 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 starting Annual Lease, and the highest proposed starting Annual 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/JHMC 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 submission of a Tax Clearance Certificate issued by the BIR in accordance with Executive Order No. 398 Series of 2005 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/JHMC; and
- agreement of all members to jointly and severally liable for the obligations of the consortium under the award/contract.

Any material insufficiency in the information required, inconsistencies, errors or misinterpretations 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/JHMC 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 thirty (30) calendar days from receipt thereof.

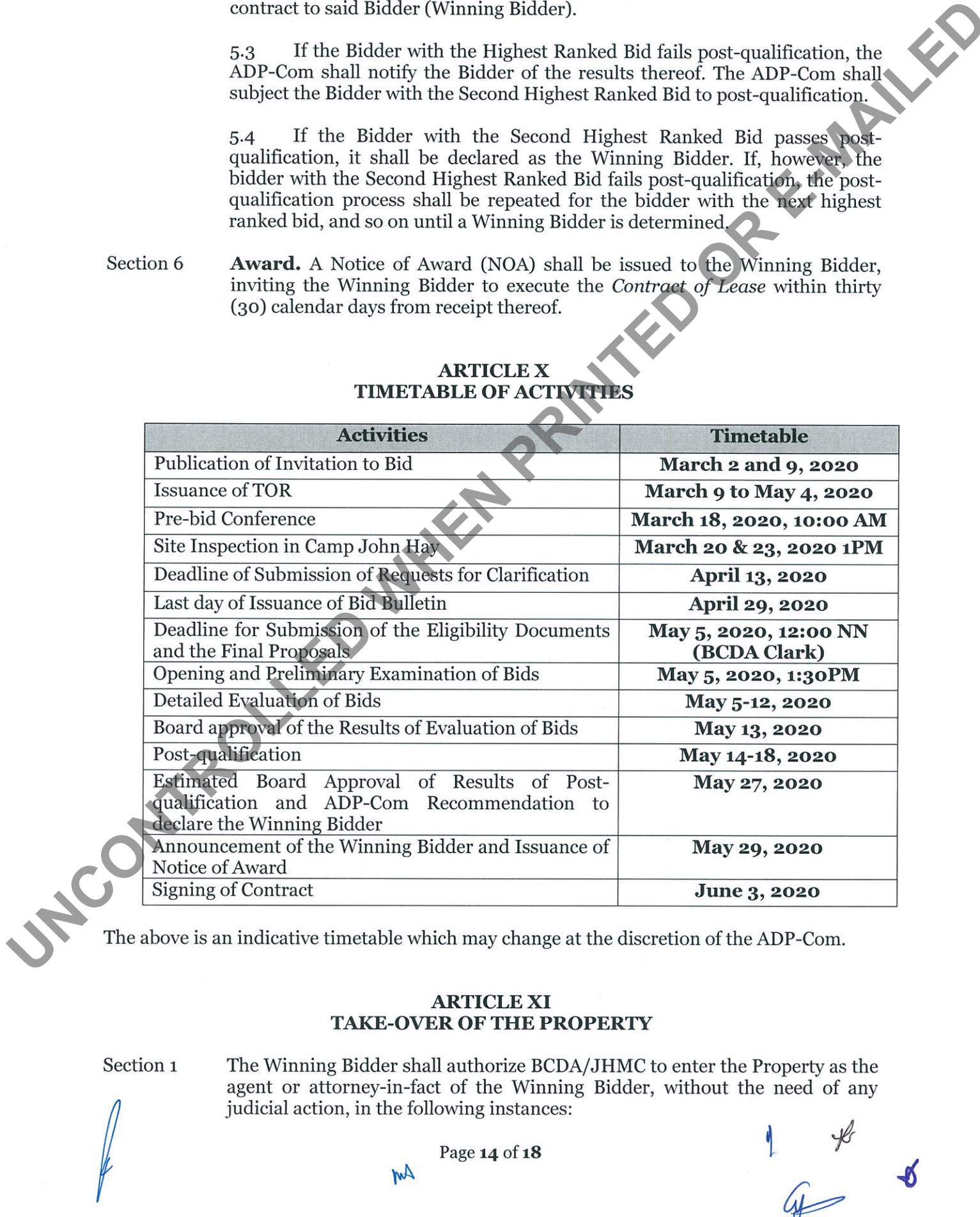
**ARTICLE X  
TIMETABLE OF ACTIVITIES**

Activities	Timetable
Publication of Invitation to Bid	<b>March 2 and 9, 2020</b>
Issuance of TOR	<b>March 9 to May 4, 2020</b>
Pre-bid Conference	<b>March 18, 2020, 10:00 AM</b>
Site Inspection in Camp John Hay	<b>March 20 &amp; 23, 2020 1PM</b>
Deadline of Submission of Requests for Clarification	<b>April 13, 2020</b>
Last day of Issuance of Bid Bulletin	<b>April 29, 2020</b>
Deadline for Submission of the Eligibility Documents and the Final Proposals	<b>May 5, 2020, 12:00 NN (BCDA Clark)</b>
Opening and Preliminary Examination of Bids	<b>May 5, 2020, 1:30PM</b>
Detailed Evaluation of Bids	<b>May 5-12, 2020</b>
Board approval of the Results of Evaluation of Bids	<b>May 13, 2020</b>
Post-qualification	<b>May 14-18, 2020</b>
Estimated Board Approval of Results of Post-qualification and ADP-Com Recommendation to declare the Winning Bidder	<b>May 27, 2020</b>
Announcement of the Winning Bidder and Issuance of Notice of Award	<b>May 29, 2020</b>
Signing of Contract	<b>June 3, 2020</b>

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

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

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



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- 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/JHMC 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/JHMC.

This section shall also not preclude BCDA/JHMC 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 XII 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/JHMC Board, without giving prior notice or providing any reasons thereof. 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/JHMC 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 *Timeline of Activities* at **BCDA Clark Office, 9F One West Aeropark Building, Industrial Estate-5, Clark Global City, Clark Freeport Zone, Mabalacat 2023, Pampanga, 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/JHMC, whether personally or through phone calls. All relevant inquiries and concerns shall be raised in writing and addressed only to the ADP-Com Chairperson as follows:

**THE CHAIRPERSON**

BCDA-JHMC Joint Asset Disposition Program Committee  
Bases Conversion and Development Authority/  
John Hay Management Corporation  
BCDA Clark Office, 9F One West Aeropark Building  
Industrial Estate-5, Clark Global City, Clark Freeport Zone  
Mabalacat 2023, Pampanga, Philippines

All clarifications and inquiries on the submissions 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 of the nature of its proposal. BCDA/JHMC 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/JHMC, 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, JHMC, 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 and JHMC that shall be set out in the *Contract of Lease* for the Property.

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

- 5.1 No bid is received;
- 5.2 No Bidder passed the preliminary examination of bids;
- 5.3 No Bidder qualified during the 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/JHMC; and
- 5.6 The happening of a fortuitous event or any reason beyond the control of BCDA/JHMC, 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 and JHMC Boards 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 and JHMC, 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/JHMC from awarding and executing a contract with the Winning Bidder or against any decision of the BCDA/JHMC 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/JHMC 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/JHMC 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/JHMC 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/JHMC Board shall be final.

Section 10 **Integrity Initiative.** The Bidders, their Directors and Officers are prohibited from communicating with or contacting, directly or indirectly, any of the BCDA's Directors, Officers, staff, consultants and other authorized representatives/personnel on matters concerning the bidding for the entire duration of the bidding process except for queries and clarifications of

proposals 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 nor of JHMC. Violation of this policy shall be a ground for disqualification or revocation of the award, if any, without prejudice to damages that BCDA/JHMC may recover for any loss or damage that may result therefrom.

Section 11

**Qualifications and Waivers.** BCDA/JHMC reserves the right to reject any or all bids and its decision shall be final. BCDA/JHMC 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/JHMC 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.

Sector 12

**Interpretation of Documents.** The *TOR* and all its Annexes have been crafter 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/JHMC

ANNEX "A"

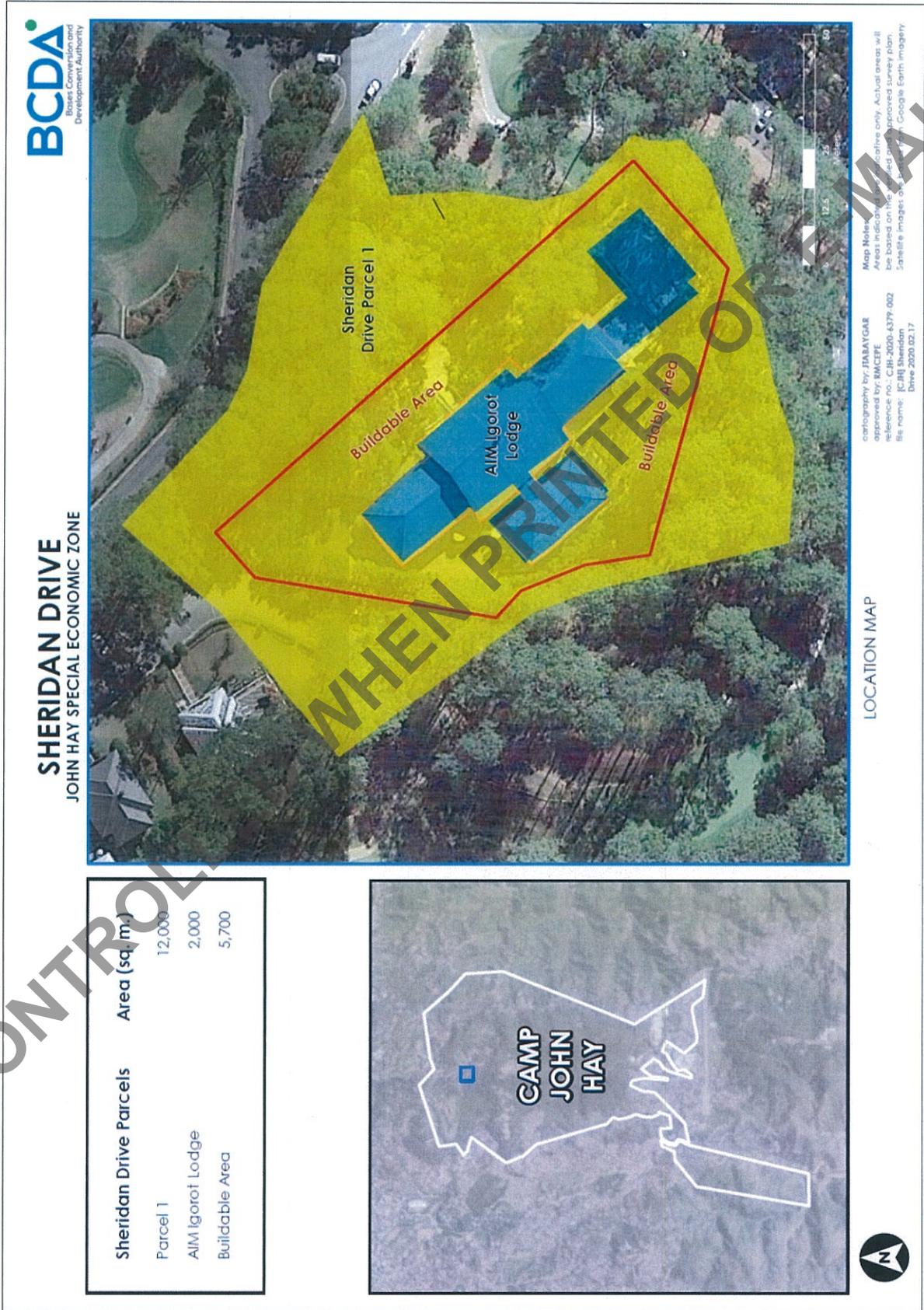


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ANNEX "B-1"



Sheridan Drive Parcels	Area (sq. m)
Parcel 1	12,000
AIM Igorot Lodge	2,000
Buildable Area	5,700



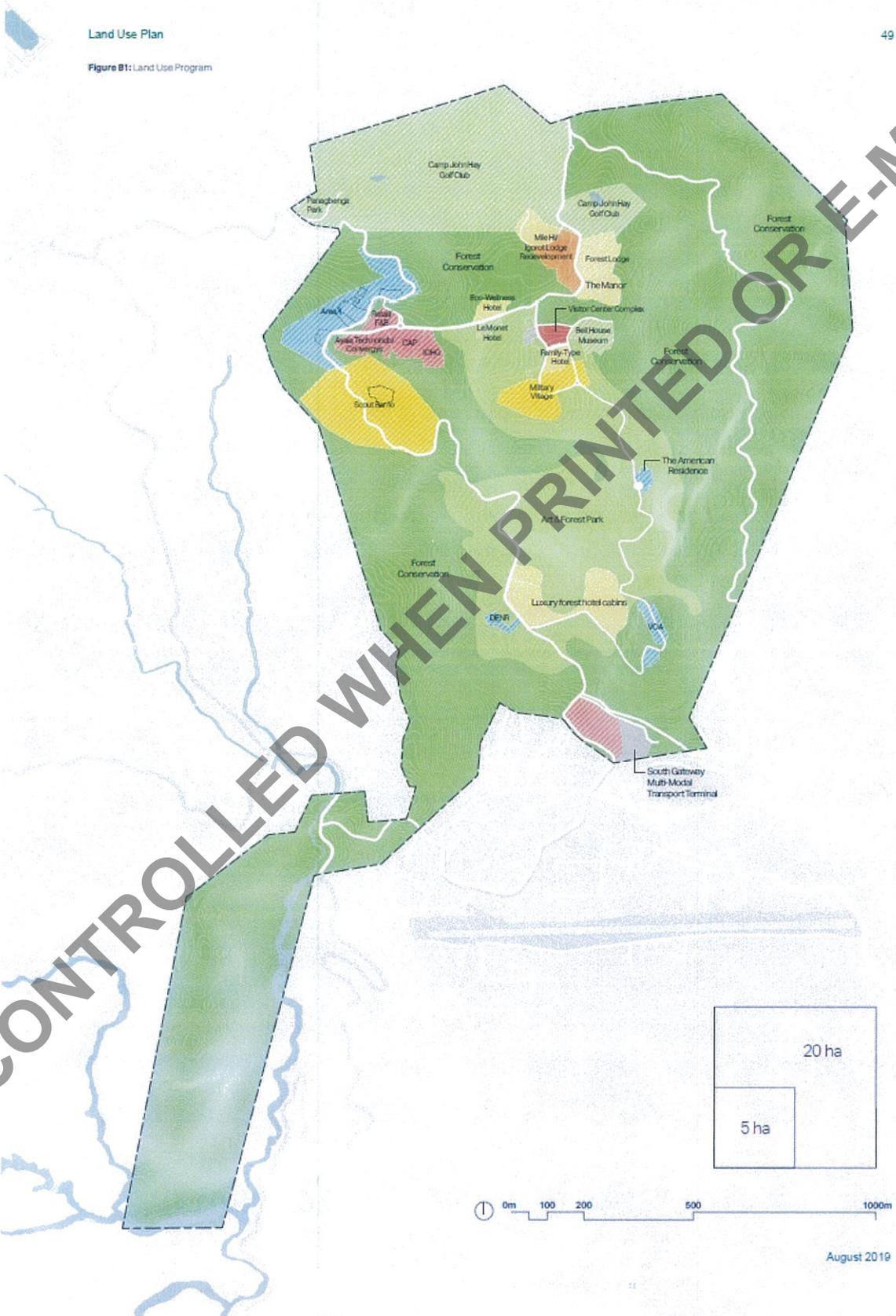
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ANNEX "B-2"



ANNEX "C"



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**ANNEX "D"**

**DRAFT CONTRACT OF LEASE**

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**ANNEX "E"**

**CHECKLIST OF DOCUMENTS**

Reference in the TOR	Document	Remarks
<b>Eligibility Documents</b>		
Annex F-1	Duly Notarized Eligibility Statement for Corporation	Mark as "A"
Annex F-2	Duly Notarized Joint Eligibility Statement for Joint Venture/Consortium	Mark as "A"
Annex G	Bidder's Profile (If a Joint Venture/Consortium, profile of all members)	Mark as "A-1"
Annex H	Summary of the Bidder's (or the joint venture/consortium member, nominated firm/consultant/affiliate which meets the Technical Capability requirement) developed projects	Mark as "B"
	Commitment letter issued by a universal bank/s authorized by the BSP to guarantee the funding of the Project to the extent of 70% of the Minimum Investment Commitment.	Mark as "C"
	SEC Registration together with the General Information Sheet (GIS) of the Bidder, joint venture/consortium members, nominated firm/consultant/affiliate, for the latest applicable calendar or fiscal year, or for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as "D"
	Articles of Incorporation and By-Laws of the Bidder, joint venture/consortium members, nominated firm/consultant/affiliate and any amendments. For foreign corporations, the certified copies of the original Articles of Incorporation duly filed in the country of incorporation and duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as "E"
	Audited Financial Statements for the past three (3) calendar (fiscal) years, stamped "Received" by the Bureau of Internal Revenue (BIR) when applicable, and its Income Tax Return for the last calendar (fiscal) year, or for foreign corporations, the equivalent documents duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as "F"
	A Board Resolution or Secretary's Certificate of the Bidder (or all members, in case of a Joint Venture/Consortium), expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose. For foreign corporations, the required document should be duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as "G"
Annex I	Duly Notarized Statement of Nomination / Certification of Affiliation	Mark as "H"
<b>Financial Proposal</b>		
Annex J	Final Bid Letter	
	Bid Security	

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*[Handwritten signature]*

ANNEX "F-1"

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 intends to participate in the public bidding conducted by the Bases Conversion and Development Authority (BCDA)/John Hay Management Corporation (JHMC) for the long-term lease and development of the Sheridan Drive Center within the John Hay Special Economic Zone, Baguio City, Philippines to be developed as a commercial or retail area.
2. I am the (*designation*) of the Bidder, duly authorized to make this Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Bidder's Profile is hereto attached and marked as Annex A-1;
4. The Bidder, seeks to complement its technical capability and financial capacity requirements for the long-term lease and development over the Property through its nominated consultants/firms/affiliates. As such, a summary of the Bidder's developed projects and duly notarized statement of nomination / affiliation are attached and marked as Annex B and Annex H, respectively.
5. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, or its nominated consultants/firms/affiliates whose experience is proposed by the Bidder to meet any of the Technical Capability and Financial Capacity Requirements does not have any record of Unsatisfactory Performance in any project or contract that was commenced or in the process of implementation within the last five (5) years prior to the Bid Submission Date, nor has been included in a blacklist issued by any government agency in the Philippines or in the Debarred and Cross-Debarred Firms & Individuals list posted in websites of international financing institutions, whether as an individual contractor, partnership or corporation or as a member of a joint venture or consortium, and has not been involved in any Prohibited Act or having a Conflict of Interest insofar as the bid for Long-term Lease of the Sheridan Drive Center is concerned.
6. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by BCDA;
7. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, has not filed any case impinging on BCDA's performance of its mandate;
8. The Bidder has no pending or unpaid tax liabilities in the Philippines;

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9. The Bidder accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
10. The Bidder, if awarded the contract to lease and develop the subject Property, commits to comply with: (1) the proposed development/land use and the development restrictions for the Property; and (2) 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;
11. 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;
12. 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;
13. 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.

14. 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.
15. 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

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requested by BCDA to verify statements and information provided in this statement.

IN FAITH WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_, Philippines.

\_\_\_\_\_

**Affiant**

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) \_\_\_\_\_ issued at \_\_\_\_\_, Philippines on \_\_\_\_\_, 2020.

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**ANNEX "F-2"**  
**For Joint Venture/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 *(name of Joint Venture/Consortium)* Joint Venture/Consortium intends to participate in the public bidding conducted by the Bases Conversion and Development Authority (BCDA) for the long-term lease and development of the Sheridan Drive Center within the John Hay Special Economic Zone, Baguio City, Philippines to be developed as a mixed-use development area.
2. The Joint Venture/Consortium is composed of the following:

<b>Composition</b>	<b>NAME OF ENTITY</b>	<b>Nationality</b>	<b>Type of Entity (Partnership, Corporation)</b>	<b>Place and Year of Incorporation</b>	<b>Participation in the Project</b>
Lead Member Corporation:					
Member: <i>(add additional rows, as necessary)</i>					

3. In compliance with the Eligibility Requirements, the Bidder's Profile of all joint venture/consortium members is hereto attached and marked as Annex A-1. Further, a copy of the duly-executed Joint Venture Agreement/Consortium Agreement shall be submitted during the post-qualification process;
4. The Joint Venture/Consortium seeks to complement its technical capability and financial capacity requirements for the long-term lease and development over the Property to complement its technical capability and financial capacity requirements for the long-term lease and development over the Property through its nominated consultants/firms/affiliates. As such, a summary of the Joint Venture/Consortium's developed projects and duly notarized statement of nomination / affiliation are attached and marked as Annex B and Annex H, respectively.
5. The Joint Venture/Consortium (and all its members), or its nominated consultants/firms/affiliates whose experience is proposed by the Joint Venture/Consortium to meet any of the Technical Capability and Financial Capacity Requirements does not have any record of Unsatisfactory Performance in any project or contract that was commenced or in the process of implementation within the last five (5) years prior to the Bid Submission Date, nor has been included in a blacklist issued by any government agency in the Philippines or in the Debarred and Cross-Debarred Firms & Individuals list posted in websites of international financing institutions, whether as an

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individual contractor, partnership or corporation or as a member of a joint venture or consortium, and has not been involved in any Prohibited Act or having a Conflict of Interest insofar as the bid for Long-term Lease of the Sheridan Drive Center is concerned.

6. The Joint Venture/Consortium (and all its members), 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;
7. The Joint Venture/Consortium (and all its members) has not filed any case impinging on BCDA's performance of its mandate;
8. The Joint Venture/Consortium has no pending or unpaid tax liabilities in the Philippines;
9. The Joint Venture/Consortium accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
10. The Joint Venture/Consortium, if awarded the contract to lease and develop the subject Property, commits to comply with: (1) the proposed development/land use, and the development restrictions for the Property; and (2) 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;
11. The Joint Venture/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;
12. 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;
13. The Joint Venture/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.
14. The Joint Venture/Consortium members and their Directors, employees and/or 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.

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15. No member of the Joint Venture/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.
16. The Joint Venture/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 Joint Venture/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 \_\_\_\_\_ 2020 at \_\_\_\_\_, Philippines.

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

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

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

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

**SUBSCRIBED AND SWORN TO** before me this day \_\_\_\_\_ of \_\_\_\_\_ 2020, 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**

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

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

Series of 2020.

*[Handwritten signatures and initials]*

**ANNEX "G"**

**BIDDER'S PROFILE**

*Note: This should be accomplished by all joint venture/consortium members, nominated firms/consultants/affiliates, if there are any. Use additional sheets if necessary.*

**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

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III. FINANCIAL CAPACITY

Key Banking Relations (at least 3)			
as of March 2020			
Bank Name	Location	Bank Deposit	Credit Facility

IV. SUBSIDIARIES AND AFFILIATES

Subsidiaries and Affiliates	
Business Name	Nature of Affiliation and/or Percentage (%) of Ownership

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

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

Name:  
 Position:  
 Date:

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**ANNEX "H"**

*To be accomplished by the Bidder or each Firm/Consultant/Affiliate nominated to fulfill the Technical*

**NAME OF BIDDER:**

\_\_\_\_\_

**(In case of nominated firm(s)/consultant(s)/affiliate(s), indicate the name of the nominated firm/consultant/affiliate)**

Years of experience in development projects: \_\_\_\_\_

**SUMMARY OF COMPLETED PROJECTS**

The following Completed Projects are in the nature of commercial development.

Name of JV or Consortium Partner complying the Technical Capability Requirement	Project 1	Project 2	Project 3
Project Description			
Nature of Participation			
Location/Country			
Area in Hectares			
Gross Floor Area of Development			
Project Cost (excl. value of land)			
Value of Land			
Year Started			
Year Completed			

*(Use additional sheets if necessary)*

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:



**ANNEX "J"**

**FINAL BID LETTER**

(Date)

**THE CHAIRPERSON**

BCDA-JHMC Joint Asset Disposition Program Committee  
Bases Conversion and Development Authority/  
John Hay Management Corporation  
BCDA Clark Office, 9F One West Aeropark Building  
Industrial Estate-5, Clark Global City, Clark Freeport Zone  
Mabalacat 2023, Pampanga, Philippines

Sir:

In connection with the public bidding for the long-term lease and development of a Sheridan Drive Center within the John Hay Special Economic Zone, Baguio City, Philippines, our Company (State the name of the Corporation/Lead Member if Joint Venture/Consortium), hereby, formally proposes a minimum Annual Lease Rate on the 4<sup>th</sup> Year of the lease period in the amount of Pesos: \_\_\_\_\_ (PhP \_\_\_\_\_), exclusive of 12% Value Added Tax (VAT).

We understand that, should our Company be declared the Winning Bidder, we shall, upon signing of the Contract of Lease with the BCDA and John Hay Management Corporation, fulfill all responsibilities and obligations as indicated in the Terms of Reference.

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

Submitted by:

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

\_\_\_\_\_  
Position

Handwritten initials and marks at the bottom right corner of the page.



## Bases Conversion and Development Authority

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 [adpcom@bcda.gov.ph](mailto:adpcom@bcda.gov.ph)

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### CLARK

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Clark Freeport Zone, Mabalacat  
Pampanga, Philippines 2023

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## JHMC

JOHN HAY MANAGEMENT CORPORATION

## John Hay Management Corporation

John Hay Special Economic Zone  
Camp John Hay  
P.O. Box 1088  
Baguio City, Philippines 2600

 (+6374) 444-5823

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