

# TERMS OF REFERENCE



## COMPETITIVE CHALLENGE FOR THE LONG-TERM LEASE AND DEVELOPMENT OF THE 250-HECTARE PARK GOLF COURSE NEW CLARK CITY

JULY 2018

**TERMS OF REFERENCE  
COMPETITIVE CHALLENGE  
FOR THE LONG-TERM LEASE AND DEVELOPMENT OF A  
TWO-HUNDRED FIFTY (250) HECTARE PARK GOLF COURSE DEVELOPMENT  
AT NEW CLARK CITY**

**A. PROJECT RATIONALE**

1. Republic Act No. 7227 mandates the Bases Conversion and Development Authority (BCDA) to accelerate the sound and balanced conversion of the former Clark and Subic military reservations and their extensions into alternative productive uses, to raise funds through the sale or disposition of portions of Metro Manila camps, and to apply said funds for the development and conversion to productive civilian use of said reverted military baselands.
2. The New Clark City, a 9,450-hectare master planned Special Economic Zone designed to be the Philippines' largest and first smart, green, and disaster-resilient metropolis, is strategically located in the heart of Central Luzon.
3. BCDA received a Proposal to Lease a 250-hectare parcel of the New Clark City from JB Cresta Corporation and POSCO Engineering and Construction Co. Ltd. (*the "Proponent"*). In compliance with Section III.B of the Revised Guidelines on the Sale and Lease of BCDA Properties, the negotiated terms of the Lease shall be subjected to a competitive challenge and other PSPs shall be allowed to submit comparative proposals.
4. BCDA wishes to consider bids for the long-term lease and development of a 250-hectare parcel of the New Clark City (*the "Property"*) for the proposed Park Golf Course Development at the New Clark City.
5. This 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, Executive Order No. 429 amending Executive Order No. 62, Republic Act 7652 ("Investors' Lease Act"), Republic Act 7042 (The Foreign Investments Act) and other relevant laws, Executive Orders, and rules and regulations, to the extent applicable.
6. This bidding is being administered by the Asset Disposition Committee for NCC Park Golf Course Development (*the "ADP-Com"*) of BCDA whose decisions or actions shall be subject to the approval of the BCDA Board of Directors.

**B. BACKGROUND OF THE PROPERTY**

1. **Description of the Property.** The Property has a total land area of the 250 hectares, more or less. It is located in the southernmost portion of the master planned area of New Clark City. The Property is bounded on the north by the University of the Philippines campus and on the west by the New Clark City-Clark International Airport Access Road. Location Map of the Property is attached as *Annex "A"*.
2. **Status of the Property.** The whole 9,450-hectare area of the New Clark City, pursuant to Proclamation No. 163, is part of the CSEZ which has been transferred to the BCDA by virtue of RA 7227. The Survey Plan and Special Patent for the CSEZ

has already been approved by the Department of Environment and Natural Resources (DENR).

As the New Clark City is within the CSEZ, the developers, locators and investors therein, if found qualified, may be granted tax and other incentives under Republic Act No. 7227: The Bases Conversion and Development Act, as amended; and those applicable incentives under Republic Act 7916: The Special Economic Zone Act of 1995; Omnibus Investments Code of 1987 and Foreign Investments Act of 1991.

3. **Land Uses for the Property.** The New Clark City Comprehensive Master Development Plan (CMDP), adopted and approved by the BCDA, envisions and sets the blueprint for the NCC to be developed as a green, smart and disaster-resilient mixed-use metropolis with low, medium and high-density developments.

The Property, subject of this bidding, as located outside of the master planned area, shall have three (3) distinct development components: golf course development, clubhouse, and open space park development. The development of the Property should, generally, adhere to the prescribed Land Use Distribution Plan for the same, as contained in the CMDP and the Environment and Open Space Guidelines set by BCDA.

It is clarified that, the configuration of the Property as depicted in the attached Parcel Map (*Annex "B"*), though generally accurate, may still change, subject to the conduct of actual survey.

4. **Restrictions on the Property.** As advocated in the CMDP, the Property is to be developed in accordance with the principles of "green, smart and disaster-resilient developments". In addition, all developments within the NCC shall be undertaken in strict compliance with all pertinent government standards such as but not limited to the National Building Code, the Fire Code and other relevant laws, rules, regulations and issuances of the agencies of the National Government and of the Local Government, both existing and in the future.
5. **Environmental Preservation.** All developments to be undertaken in the NCC shall be designed to incorporate and complement the site's natural topography, hydrology, and ecosystem. As such, all developments should comply with environmental laws and implement green and sustainable technologies.
6. **Additional Information on the New Clark City.** An Information Kit providing additional information on the New Clark City and its surrounding areas is hereto attached as *Annex "C"*.

### C. MODE OF DISPOSITION AND MINIMUM BID PRICE

1. BCDA is offering the Property on an "as is, where is" basis for long-term lease and development for a period of twenty-five (25) years (initial lease period), renewable for a maximum period of twenty-five (25) years, upon mutual agreement of the Parties.
2. The Property shall comprise (a) Phase 1 and (b) subject to the fulfillment of certain conditions, Phase 2. The location map showing these parcels is attached as *Annex "D"*.

Phase 1 development shall comprise a One Hundred Fifty (150)-hectare site with the following developments:

- Eighteen (18)-hole golf course
- Clubhouse
- 5-hectare Open Space Park Development

Phase 2, on the other hand, shall comprise a One Hundred (100)-hectare site and include expansion golf course, improvements, and facilities to be constructed within the designated portion of the Property.

3. The minimum Annual Lease Rate (minimum bid) for the first twenty-five (25) years of the lease shall be **Fifteen Pesos per square meter per annum (PhP15.00/sq.m./annum)** or a total lease of **Twenty Two Million Five Hundred Thousand Pesos (PhP22,500,000.00)**.

In addition to the minimum fixed lease, BCDA shall have the following variable percentage share from the Gross Annual Revenues from the Property:

- On the 4<sup>th</sup> – 8<sup>th</sup> year of the Lease: 3% of the Gross Annual Revenues
- On the 9<sup>th</sup> – 13<sup>th</sup> year of the Lease: 5% of the Gross Annual Revenues
- From 14<sup>th</sup> year of the Lease - onwards: 7% of the Gross Annual Revenues

The Minimum Annual Lease Rate and all other Lease Terms specified in this TOR shall only be applied to the Phase 1 development (150-hectare area) of the Property. The new Terms and Conditions of the Phase 2 development shall be subject to mutual agreement of the Parties.

#### **D. LEASE PAYMENTS, TERMS AND RENEWAL**

1. Upon signing of the Contract of Lease, which shall be the start of the effectivity of the Lease, the Winning Bidder shall remit to BCDA the Advance Lease Rental for the first two (2) years of the lease equivalent to the bid.
2. A rent-free period of three (3) years will be provided to the Winning Bidder upon signing of the contract. On or before thirty (30) calendar days before the start of the 6<sup>th</sup> year of the lease, the Winning Bidder shall pay BCDA the fixed lease for the 6<sup>th</sup> year equivalent to the bid subject to five (5%) escalation every three (3) years. Succeeding payments for the Fixed Lease shall be made every year thereafter, including the percentage share from the Gross Annual Revenues, on or before thirty (30) calendar days prior to each start of the lease period.
3. Upon expiration of the initial lease period, the ownership of all buildings and permanent facilities/improvements introduced by the Lessee/Winning Bidder on the Property shall automatically be transferred to BCDA. Therefore, should the Lessee/Winning Bidder opt to renew its lease over the Property, the new lease rate for the twenty-five (25)-year extension period shall cover the land as well as the buildings and permanent facilities/improvements transferred to BCDA.

To determine the Fixed Lease for the initial year of the lease extension period, at the beginning of the 25<sup>th</sup> year of the lease, BCDA and the Lessee/Winning Bidder shall have the Property, including the permanent facilities/improvements introduced therein, appraised by an independent appraiser mutually accepted to both parties. The Fixed Lease for the initial year of the lease extension period shall be five percent (5%) of the average appraised fair market value of the Property on the 25<sup>th</sup> year of the lease including the permanent facilities/improvements introduced therein.

An escalation rate of five percent (5%) every three years shall continue to apply on the Annual Lease during the extension period.

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

## **E. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

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

The Winning Bidder shall:

1.1 Strictly comply with the payment terms and conditions of the *Contract of Lease* to be executed between BCDA and the Winning Bidder and maintain all warranties and representations in good standing for the duration of the contract period.

1.2 Pay, at its own cost, the construction and development of utilities (power, water, ICT and solid waste management) as well as the construction of road networks inside the property and connecting road to the NCC-Clark International Airport Access Road.

1.3 Submit to BCDA, 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-approved Development Plan shall be made part of the contract executed between BCDA and the Winning Bidder.

As a guide, the Development Plan shall, at the minimum, contain the following information: [i] proposed land uses and corresponding gross floor area (GFA) for each use; [ii] conceptual design, features and amenities (if any); [iii] the timetable, including major development milestones; [iv] schedule of the capital investments; and [v] estimated employment generation.

1.4 Strictly comply with the proposed development and land use, subject to BCDA approval and the development restrictions for the Property as set in this Terms of Reference ("*TOR*"), specifically under Sections B.3 and B.4.

1.5 Complete the Phase 1 development of the Property by 15 November 2019.

1.6 Not later than three (3) months before the start of the 4<sup>th</sup> year of the lease, submit to BCDA an acceptable form of continuing guaranty such as bank guaranty or irrevocable letter of credit issued by a Universal or Commercial Bank, or a continuing Surety Bond issued by the Government Service Insurance System (GSIS) to fully secure the annual Fixed Lease for the Property for year 4 until the end 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 as the beneficiary, and submit to BCDA the original insurance policy and the corresponding Official Receipt within five (5) days from the issuance of said insurance policy.

- 1.8 Pay, at its sole account, all applicable taxes, licenses, fees and charges due on the transaction, the Property and its improvements, and those that may be imposed by law during the entire term of the Contract of Lease. Where any tax is required by law to be withheld from payment to BCDA, the Winning Bidder shall submit a certificate of the taxes withheld at the time of payment to BCDA, otherwise, any such taxes withheld will not be considered as authorized deduction.
- 1.9 Abide by the conditions or encumbrances imposed or annotation on the title of the Property, if any.
- 1.10 Upon expiration or termination of the lease term, turn-over/transfer ownership of permanent structure/s, facilities and other improvements introduced by the Lessee/Winning Bidder on the Property to BCDA, at no cost to BCDA.
- 1.11 In case of consortium, each member shall be jointly and severally liable with all other members in the performance of the obligations of the Winning Bidder.

Should the Winning Bidder fail to perform any of its responsibilities stipulated in Sections 1.5 and 1.6 above, the Winning Bidder shall be liable to pay BCDA the amount of P10,000.00 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 shall have the option to terminate the Contract of Lease as well as the option to re-bid the Property. In such instance, the Winning Bidder shall forfeit any and all monies so far remitted to BCDA in relation to the lease of the Property.

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

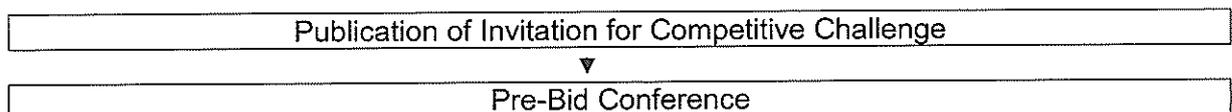
**2. Rights and Responsibilities of BCDA**

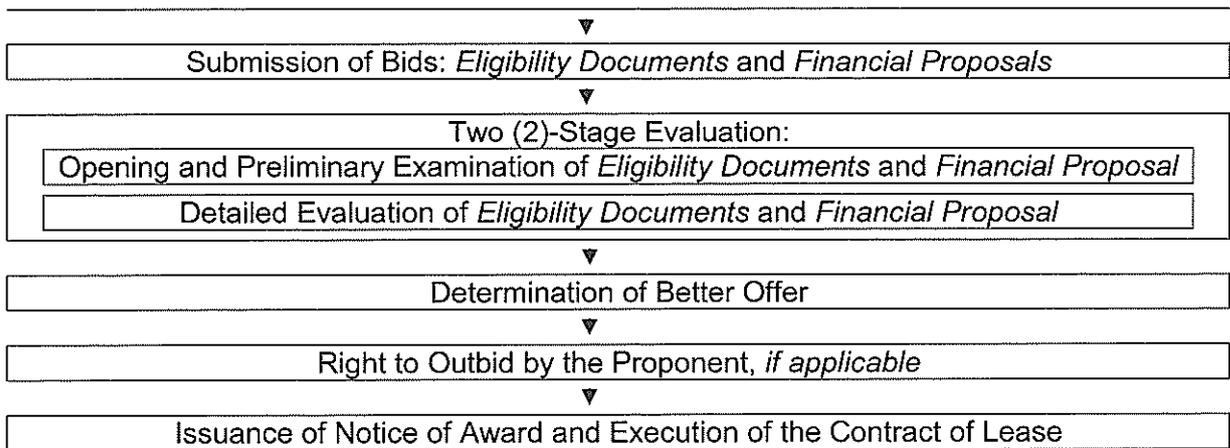
The BCDA shall:

- 1.1 Give the Winning Bidder the sole right to develop, operate and manage the Property, subject to the restrictions and terms and conditions of the agreements entered into between BCDA and the Winning Bidder.
- 1.2 Deliver possession of the Property to the Winning Bidder, on an "as-is, where-is" basis, upon the execution of the Contract of Lease.

**F. BIDDING PROCEDURE**

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





2. **Publication of Invitation to Bid.** BCDA shall publish the “*Invitation to Bid*” in three (3) newspapers or publications of general circulation, as well as in the BCDA website ([www.bcd.gov.ph](http://www.bcd.gov.ph)). This shall serve to inform and invite prospective Bidders to the subject bidding.
  
3. **Submission of Bids.** Bidders shall submit their bids comprising of their Eligibility Documents and Financial Proposals no later than the deadline specified in Section H Timetable of Activities. The Eligibility Documents and Financial Proposals shall be submitted simultaneously in two (2) separate sealed envelopes. The two (2) envelopes should be appropriately marked as follows:
  - **Eligibility Documents.** This envelope should contain two (2) sets of the Eligibility Documents, as listed in Section G.2.2. Each set should be properly marked as: “First Set: Eligibility Documents” and “Second Set: Eligibility Documents”; and
  - **Financial Proposal.** This envelope should contain two (2) sets of the Financial Proposal, as described in Section G.3. Each set should be appropriately marked as: “First Set: Financial Proposal”, and “Second Set: Financial Proposal”.

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

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

## G. ELIGIBILITY CHECK, EVALUATION OF BIDS AND SELECTION OF WINNING BIDDER

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

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

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

## 2. Eligibility

2.1 **Eligibility Criteria.** A Bidder shall be considered eligible if it satisfies all of the following requirements:

- a. **Legal Capacity.** The Bidder must be a corporation duly-registered with the Philippine Securities and Exchange Commission (SEC) or its equivalent in the country of incorporation, joint venture or an unincorporated consortium. If the Bidder is a joint venture/consortium, it should also submit a copy of the duly-executed joint venture agreement/consortium agreement among all members of such joint venture/consortium showing the principal rights and obligations of the members, the extent of participation of each member, and their commitment to be jointly and severally liable to BCDA for their responsibilities in relation to this Property.
- b. **Technical Capability.** The Bidder (or, in case of a joint venture/consortium, any member thereof) should have been in the business of real estate development for at least ten (10) years, and must have completed a mixed-use development project including a 18-hole golf course, with a land area of at least fifty (50) hectares and a project cost of not less than Two (2) Billion Pesos (PhP2, 000,000,000.00), excluding the cost of the land.
- c. **Financial Capacity.** The Bidder must have adequate capability to finance the proposed development of the Property and meet all of its financial obligations to BCDA, which shall be measured in terms of the audited cash bank balance or credit line facility. The Bidder should have an available cash balance or credit line of at least Two Billion Pesos (PhP2,000,000,000.00), or in case of a joint venture/consortium, the aggregate available cash balance or credit line of all members.
- d. **No Default.** The Bidder (and all its joint venture/consortium members), its parent company, or its subsidiaries, or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA, or its subsidiaries, at the day of the submission of bids.
- e. **No Pending Case.** The Bidder (and all its joint venture/consortium members), its parent company, or its subsidiaries, or affiliates with common controlling shareholdings, if any, should not have filed any case impinging on BCDA's performance of its mandate.
- f. **Timely and Complete Payment of Taxes.** The Bidder (and all its joint venture/consortium members) should have no tax liabilities in the Philippines. A Tax Clearance Certificate issued by the Bureau of Internal Revenue (BIR) National Office or, for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile, shall be required as part of the post-qualification process.
- g. **Bid Documents.** The Bidder must have purchased the *TOR* (including bid forms and pertinent documents) for a non-refundable fee of One Hundred Thousand Pesos (PhP100,000.00). Only those who have purchased the *TOR* (including bid forms and pertinent documents) shall be entitled to

participate in this bidding and receive Bid Bulletins or official responses from the ADP-Com. The payment for the TOR must be rendered in the form of a manager's check.

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

- a. 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;
  - i. 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 joint venture/consortium;
  - ii. A summary of the Bidder's (or in case of a joint venture/consortium, of the member which meets the Technical Capability requirement) completed projects which are in the nature of mixed-use development with an 18-hole Golf Course development, including description, area of development, nature of the entity's participation, status of the project and the project cost (format attached as Annex "H");
  - iii. A statement of "no-default" on its financial or other obligations to BCDA or any of its subsidiaries;
  - iv. A statement of not having filed any case impinging on BCDA's performance of its mandate.
  - v. A statement of no pending or unpaid tax liabilities in the Philippines;
  - vi. A statement of acceptance of the qualification criteria established by BCDA, commitment to abide by the decision of the BCDA Board, and waiver of its right to seek legal remedies against BCDA, its Board of Directors, Officers, staff, consultants and authorized representatives/personnel in connection with this selection process;
  - vii. A statement attesting to the veracity of all information presented and authenticity of all documents submitted;
  - viii. A statement of affirmation of BCDA's anti-corruption policy; and
  - ix. If the Bidder is a joint venture/consortium, the Bidder must also submit a Joint Venture Agreement / Consortium Agreement, which will include the following information:
    - brief description of the joint venture/consortium, the individual members of the joint venture/consortium and the nature and extent of the participation (capital of each member in relation to the whole capital);
    - the authorized representative/lead member of the joint venture/consortium who is authorized by all the members to

represent and sign any and all documents related to this bidding including the Contract of Lease with BCDA; and

- agreement of all members to be jointly and severally liable for the obligations of the consortium under the award/contract.
- b. Certification from the bank/s reflecting the Bidder's cash balance or available credit facilities of the Bidder as of the month prior to the deadline set for the submission of bids (if a joint venture/consortium, the available cash balances or credit lines shall be the aggregate amount of all members).
  - c. SEC Registration together with the General Information Sheet (GIS) of the Bidder for the latest applicable calendar or fiscal year (or all members in case of joint venture/consortium), or for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.
  - d. Articles of Incorporation and By-Laws of the Bidder (or all members, in case of joint venture/consortium), and any amendments. For foreign corporations, the certified copies of the original Articles of Incorporation duly filed in the country of incorporation and duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.
  - e. 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.

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

3. **Financial Proposal.** The Financial Proposal shall consist of the following:

3.1 **Final Bid Letter.** The Bidder shall submit a bid proposal in the form of Annex "I", duly signed by its authorized representative, stating its bid for the Annual Lease Rate for the Property, which shall not be less than the amount stated in Section C.3. In addition, there shall be no pre-conditions to the payment of said sum, otherwise, the proposal shall automatically be declared non-complying and shall therefore be rejected outright.

3.2 **Bid Security** in the amount equivalent to ten percent (10%) of the Bid offered by the Bidder, which shall be in the form of bank manager's check or cashier's check. The Bid Security of all other Bidders shall be returned without interest upon signing of the Contract of Lease between BCDA and the Winning Bidder, unless otherwise forfeited under Section J.9.

4. **Evaluation of Bids**

4.1 **Preliminary Examination of Bids.** On the date and time specified in the Timetable of Activities, the sealed envelope containing the Eligibility Documents

shall be opened by the ADP-Com to determine completeness of documents and sufficiency of data/information provided therein.

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

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

**4.2 Detailed Evaluation of Bids.** Within the period specified in the Timetable of Activities, the ADP-Com shall conduct a detailed evaluation of the Eligibility Documents and Financial Proposals submitted. Bids that have satisfied all the requirements of this TOR shall be ranked based on the bid amount for the Annual Lease Rate of the Property, and the highest bid amount shall be declared the Highest Ranked Bid.

## **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 National Office in accordance with Executive Order No. 398 Series of 2005 or, for foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.

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.

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 Highest Ranked and Complying Bid. 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 the Highest Ranked and Complying Bid is determined.

**6. Right to Outbid.** Upon declaration of the Highest Ranked and Complying Bid, the Proponent shall be given a right to outbid or give a better offer with a minimum premium rate of 10% from the Highest Ranked and Complying Bid. The right to Outbid must be exercised by the Proponent seven (7) days from the declaration of the Highest Ranked and Complying Bid. If the Proponent submit a better offer than the Highest Ranked and Complying Bid, the Property shall be awarded to the Proponent. However, should there be no better offer received from the Proponent within the prescribed period, the Property shall be awarded to the Highest Ranked and Complying Bid.

If no bid is received by BCDA, the Property shall be immediately awarded to the Proponent.

The ADP-Com shall recommend to the BCDA Board the award of the contract to said Bidder (Winning Bidder).

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

## H. TIMETABLE OF ACTIVITIES

Activities	Timetable
Publication of Invitation for the Competitive Challenge	02 July 2018
Issuance of TOR	02 July to 14 August 2018
Pre-bid Conference	25 July 2018, 10:00 AM
Deadline for Submission of Requests for Clarification	01 August 2018, 12:00 NN
Deadline for Submission of the Eligibility Documents and the Financial Proposal	15 August 2018, 12:00 NN
Opening and Preliminary Examination of Bids	15 August 2018, 1:30 P.M.
Detailed Evaluation of Bids and Post-Qualification	16 – 24 August 2018
Announcement of Results of Evaluation of Bids	28 August 2018
Right to Outbid by the Proponent	29 August – 04 September 2018
Issuance of Notice to Award	07 September 2018
Execution/Signing of Contract	14 September 2018

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

## I. TAKE-OVER OF THE PROPERTY

1. The Winning Bidder shall authorize BCDA to enter the Property as the agent or attorney-in-fact of the Winning Bidder, without need of any judicial action, in the following instances:
  - 1.1. The Property is abandoned, deserted or vacated within the duration of the Contract of Lease;
  - 1.2. Violation of any of the terms of the Lease Agreement by the Winning Bidder; or
  - 1.3. Non-payment of annual lease and variable percentage share of BCDA from the Gross Annual Revenues by the Winning Bidder.

BCDA shall further have the option to dispose the same to other parties as the agent of the Winning Bidder, to receive the payments thereof, and to apply the same to the emoluments due under the Contract of Lease, holding the Winning Bidder liable for any deficiency, without prejudice to any right of action against the Winning Bidder.

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

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

## J. OTHER MATTERS

1. **Amendments.** The information and/or procedures contained in this TOR may be amended or replaced at any time, at the discretion of the ADP-Com, subject to the approval of the BCDA Board, without giving prior notice or providing any reasons therefor. Should any of the information and/or procedures contained in this TOR be amended or replaced, the ADP-Com shall inform all Bidders of such amendments by way of a Bid Bulletin. To ensure that all Bidders are informed of any amendments to this TOR, all Bidders are requested to inform BCDA of their contact persons as well as contact telephone numbers and e-mail addresses. In addition, receipt of all Bid Bulletins shall be duly acknowledged by each Bidder prior to the submission of bids and shall be so indicated therein.
2. **Pre-Bid Conference.** Interested bidders are invited to attend a Pre-Bid Conference to discuss the Property, this TOR and other possible questions. The Conference shall be held on the date and time specified in the Timetable of Activities at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> St. corner 2<sup>nd</sup> Ave., Bonifacio Global City, Taguig City, Metro Manila, Philippines. Succeeding conferences with the prospective Bidders shall be scheduled by the ADP-Com prior to the submission of bids. Any change in the Timetable of Activities, as well as resolutions and actions on the issues raised by the Bidders shall be embodied in a Bid Bulletin.
3. **Requests for Clarifications.** Bidders are enjoined not to contact any employee or officer of BCDA, whether personally or through phone calls. All relevant inquiries and concerns shall be raised in writing and addressed only to the ADP-Com Chairperson as follows:

THE CHAIRPERSON  
Asset Disposition Program Committee for NCC Park Golf Course Development  
Bases Conversion and Development Authority  
BCDA Corporate Center, 2/F Bonifacio Technology Center  
31<sup>st</sup> Street, corner 2<sup>nd</sup> Avenue, Bonifacio Global City  
Taguig City, Metro Manila, Philippines

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

4. **Due Diligence.** Each prospective Bidder shall be solely responsible for its own due diligence of all matters relating to this TOR and the Property which may affect its valuation of the Property or the nature of its proposal. BCDA shall not be responsible for any erroneous interpretation or conclusion of the Bidder out of data furnished or indicated in this TOR and official eligibility and proposal forms, including any addenda, amendments or Bid Bulletins issued by the ADP-Com.

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

representations and warranties of BCDA that shall be set out in the JDC for the development of the Property.

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

5.1. The Winning Bidder refused to accept the award or enter into contract with BCDA; and

5.2. The happening of a fortuitous event or any reason beyond the control of BCDA, including but not limited to change in government policy, which prevents the completion of the contract or unduly delays its conclusion.

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

The bidding process will be suspended for a maximum period of thirty (30) calendar days while the appeal is being evaluated. The decision of the BCDA Board on the appeal shall be final and immediately executory. If the appeal is not resolved within said period, the appeal is deemed denied, and the bidding process will proceed.

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.

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

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

9.1. Any material misrepresentation, error and/or fraudulent declaration made by the Bidder in the bid documents or any of the required attachments discovered at any time after the preliminary examination of bids;

9.2. Withdrawal or modification, whether conditional or otherwise, of the proposal after the deadline for the submission of bids;

9.3. Failure or refusal of a Winning Bidder to enter into a Contract of Lease with BCDA within the prescribed period;

9.4. Any judicial or extrajudicial action by the Winning Bidder that shall delay the execution of the Contract of Lease and/or its compliance with its obligations as set out in this TOR; and

9.5. Any circumstance or reason that provides BCDA reasonable and valid basis to believe that the Bidder is or has been rendered incapable of completing its obligation, as proposed.

The decision of the BCDA Board shall be final.

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

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

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

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

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

An aerial photograph of a golf course, showing a large green fairway, a sand trap, and a green with several people playing. In the background, there is a city with a tall building and mountains under a clear sky.

# ANNEXES

COMPETITIVE CHALLENGE FOR THE LONG-TERM LEASE AND  
DEVELOPMENT OF THE 250-HECTARE PARK GOLF COURSE

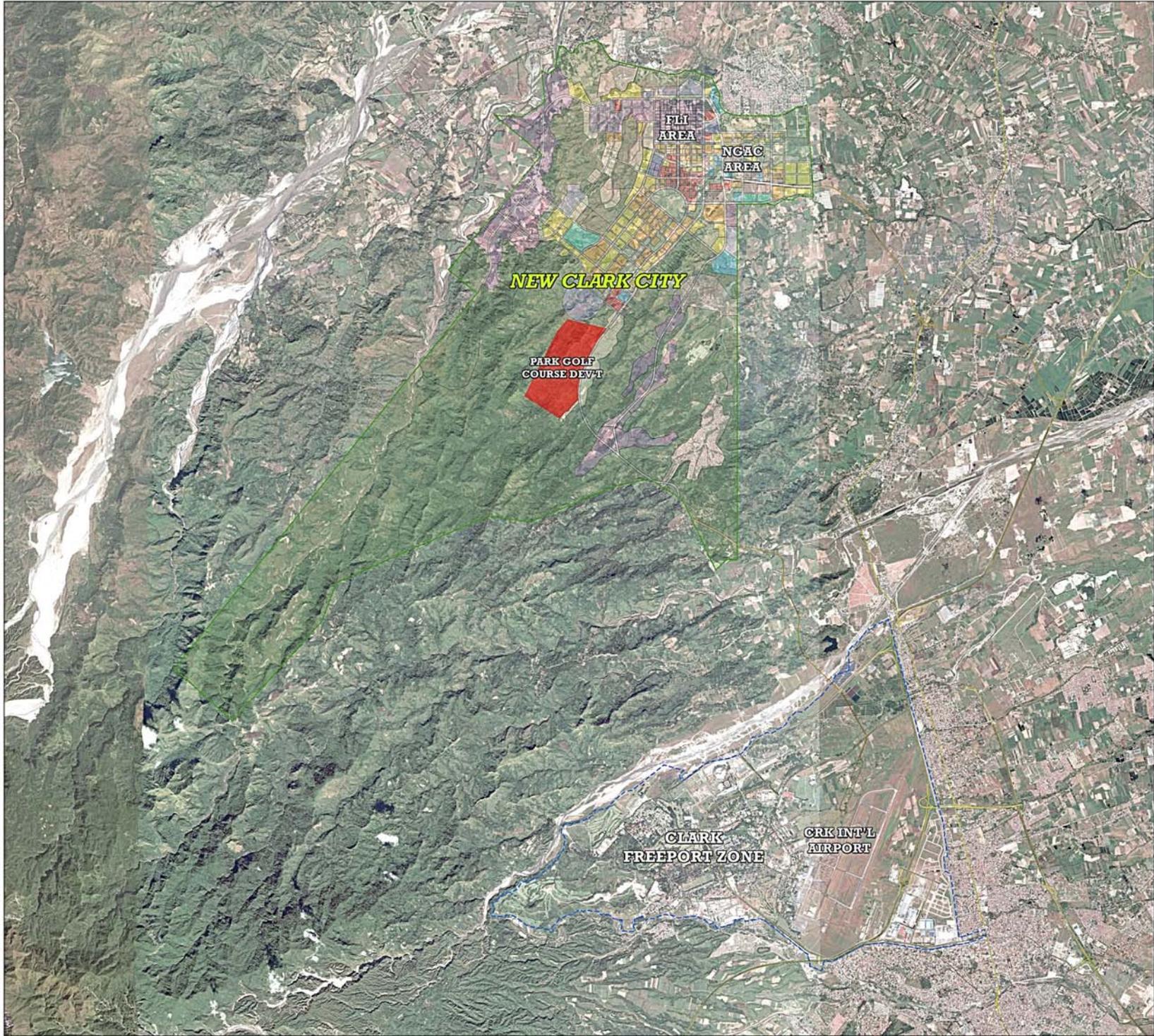
**LOCATION MAP  
OF THE PARK GOLF COURSE DEVELOPMENT  
AT NEW CLARK CITY**

# NEW CLARK CITY

## MASTER DEVELOPMENT PLAN

### PARK GOLF COURSE DEV'T

### 250 Hectares



**LAND USE**

<span style="display:inline-block; width:15px; height:15px; background-color: #f08080; border:1px solid black;"></span> Commercial	<span style="display:inline-block; width:15px; height:15px; background-color: #d8bfd8; border:1px solid black;"></span> Industrial (Light)
<span style="display:inline-block; width:15px; height:15px; background-color: #ffdab9; border:1px solid black;"></span> Mixed Use	<span style="display:inline-block; width:15px; height:15px; background-color: #f080f0; border:1px solid black;"></span> Industrial (RnD)
<span style="display:inline-block; width:15px; height:15px; background-color: #ffff00; border:1px solid black;"></span> Residential (High)	<span style="display:inline-block; width:15px; height:15px; background-color: #90ee90; border:1px solid black;"></span> Forest Reserve
<span style="display:inline-block; width:15px; height:15px; background-color: #ffffcc; border:1px solid black;"></span> Residential (Low)	<span style="display:inline-block; width:15px; height:15px; background-color: #c1e1c1; border:1px solid black;"></span> Open Space
<span style="display:inline-block; width:15px; height:15px; background-color: #add8e6; border:1px solid black;"></span> Institutional	<span style="display:inline-block; width:15px; height:15px; background-color: #f5deb3; border:1px solid black;"></span> Residential (Excluded)
<span style="display:inline-block; width:15px; height:15px; background-color: #b0c4de; border:1px solid black;"></span> Education	<span style="display:inline-block; width:15px; height:15px; background-color: #7fffd4; border:1px solid black;"></span> Sports Village
<span style="display:inline-block; width:15px; height:15px; background-color: #d2b48c; border:1px solid black;"></span> Support Facilities	<span style="display:inline-block; width:15px; height:15px; background-color: #a9a9a9; border:1px solid black;"></span> Transport Hub
<span style="display:inline-block; width:15px; height:15px; background-color: #808080; border:1px solid black;"></span> Industrial	<span style="display:inline-block; width:15px; height:15px; background-color: #d3d3d3; border:1px solid black;"></span> Road

Coordinate System: PRS 1992 Philippines Zone III  
 Projection: Transverse Mercator  
 Datum: Philippine Reference System 1992  
 False Easting: 500,000.0000  
 False Northing: 0.0000  
 Central Meridian: 121.0000  
 Scale Factor: 1.0000  
 Latitude Of Origin: 0.0000  
 Units: Meter



**Map Notes:**  
 Areas indicated are indicative only. Actual areas will be based on the verified and approved survey plan.  
 Satellite images are based from Google Earth Imagery

**ANNEX “B”**

**PARCEL MAP  
OF THE 250-HECTARE  
PARK GOLF COURSE DEVELOPMENT  
AT NEW CLARK CITY**

# NEW CLARK CITY

## MASTER DEVELOPMENT PLAN

### PARK GOLF COURSE DEV'T

### 250 Hectares

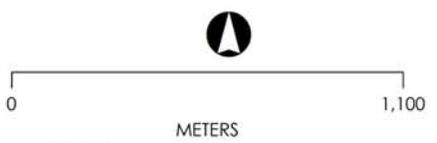


**PARK GOLF COURSE DEV'T**  
**250 HECTARES**

**LAND USE**

Commercial	Industrial (Light)
Mixed Use	Industrial (RnD)
Residential (High)	Forest Reserve
Residential (Low)	Open Space
Institutional	Residential (Excluded)
Education	Sports Village
Support Facilities	Transport Hub
Industrial	Road

Coordinate System: PRS 1992 Philippines Zone III  
 Projection: Transverse Mercator  
 Datum: Philippine Reference System 1992  
 False Easting: 500,000.0000  
 False Northing: 0.0000  
 Central Meridian: 121.0000  
 Scale Factor: 1.0000  
 Latitude Of Origin: 0.0000  
 Units: Meter



**Map Notes:**

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

Satellite images are based from Google Earth imagery

Republic of the Philippines  
Office of the President

cartography by: DFGarcia  
 approved by: Richard Brian M. Cepe  
 reference no.: NCC-2018-0628-119

**BCDA**  
Bases Conversion and Development Authority

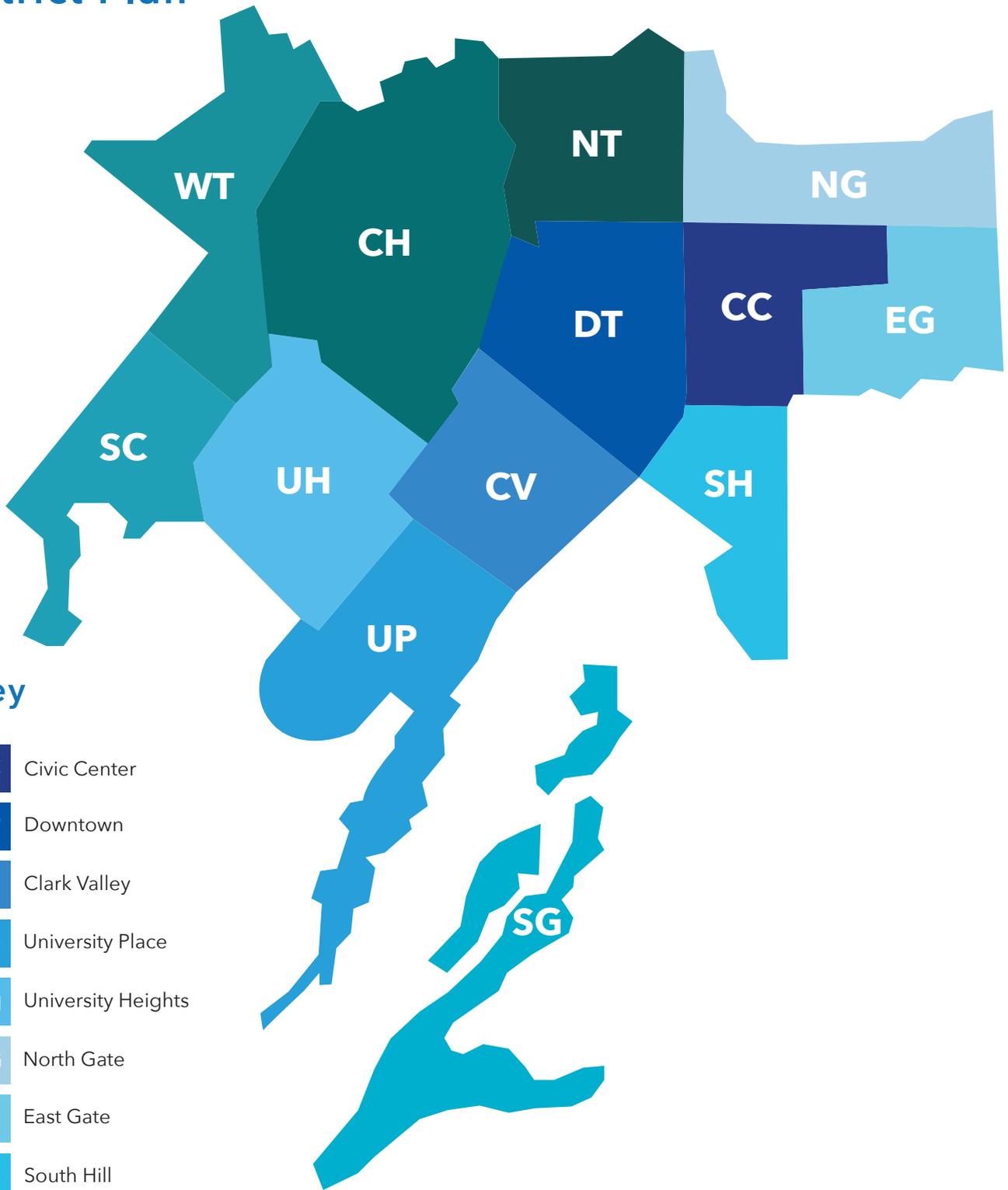
file name: NCC - Locator - Proposed Golf Course 3

**INFORMATION KIT  
NEW CLARK CITY**

# New Clark City Comprehensive Development Plan



# New Clark City District Plan



## Key

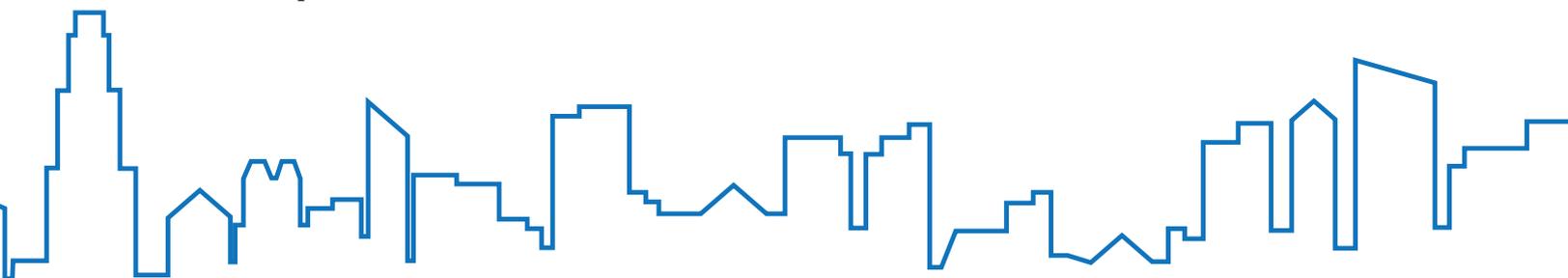
- CC** Civic Center
- DT** Downtown
- CV** Clark Valley
- UP** University Place
- UH** University Heights
- NG** North Gate
- EG** East Gate
- SH** South Hill
- SG** South Gate
- SC** Clark Science City
- WT** West Tech Park
- CH** Clark Highlands
- NT** North Tech Park

**T**he New Clark City (NCC) is a 9,450-hectare (94 km<sup>2</sup>) master planned Special Economic Zone designed to be the Philippines' largest and first smart, green, and disaster-resilient metropolis. With New Clark City, your business gains global access to key markets around the world by allowing you to move your company's products and services by air, through the Clark International Airport, and by sea, through Subic Bay Freeport.

- The National Government Administrative Center is intended to be the business continuity center for the government in the face of disaster risk
- Innovation Center is intended to attract the best and brightest Filipino minds to research and develop systems and technologies for food sustainability and disaster resiliency

## Connectivity

- NCC is strategically located in the heart of Central Luzon. This metropolis can build on, and at the same time, foster the region's agricultural base and value-chain connections. Over time, this can gradually extend to higher value-added industries and services
- NCC is accessible to major expressways such as the North Luzon Expressway (NLEX), Subic-Clark-Tarlac Expressway (SCTEX), Tarlac-Pangasinan-La Union Expressway (TPLEX), and Central Luzon Expressway (CLEX) connecting all the way to Aurora province
- Construction and completion of the primary access roads to NCC through the joint collaboration of BCDA and the Department of Public Works and Highways (DPWH) will connect it to Clark International Airport and SCTEX
- BCDA will implement the Subic-Clark Railway Project, which will connect the Subic Freeport Zone to the Clark International Airport, as well as other economic hubs in Central Luzon such as the New Clark City; also, Manila-Clark Railways to be implemented by Department of Transportation (DOTR) will connect the new metropolis to Metro Manila

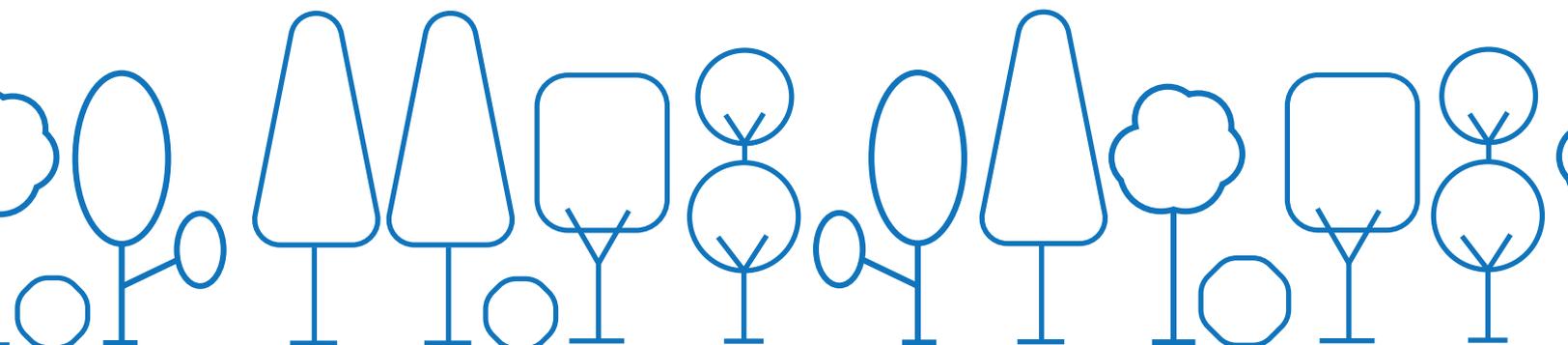


## Enabling Environment for Urban Green Living

- The NCC's Master Development Plan is based on principles of sustainable development. It minimizes the footprint caused by urbanization, avoids the hill-site development, establishes a natural reserve, and incorporates strategies for the conservation of biodiversity to maintain the ecosystem of the area. The development of the city follows a naturally designed green areas valuing smaller scale green links and larger ecological zones.
- BCDA is firming up and developing a set of Key Performance Indicators (KPIs) for various city components (i.e., Resource Management, Accessibility, Identity, Resilience, Economic Vibrancy, Diversity and Density, and Leadership and Governance) to ascertain that the implementation and development of NCC is based on the principles of sustainable development

## Disaster Resiliency

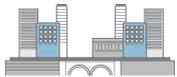
- Geographically, NCC is protected from most typhoons by mountain ranges on both sides (Zambales Mountains and Sierra Madre Mountain Range). NCC is outside the 10-km Pinatubo Permanent Danger Zone, and there are no fault lines traversing the project
- Developments within NCC shall be away from the hilly terrain and landslide prone areas; Drainage systems coupled with green network along with application of appropriate development standards will help combat heavy rains and mitigate flooding
- NCC's 'Smart' City Infrastructure can assist in managing and coordinating disaster relief efforts within the metropolis
- To ensure that the NCC will be developed as a disaster and risk resilient metropolis, a resilience framework following an integrated approach is currently being established to address future urban challenges and to enable the communities within NCC to survive, adapt, and grow no matter what type of shock or stress they experience in the city



## Opportunities for investors and economic sectors best suited to benefit from New Clark City

- Multi-faceted, multi-dimensional, and diverse cities are typically the most vibrant environments that foster economic growth and prosperity
- With Central Luzon's rapid tourism and urbanization growth, NCC provides a viable alternative location (from Metro Manila) where different industries can do business, as it lies at the crossroads of fast-growing corridors of agriculture and industry
- Fiscal and non-fiscal incentives are granted to qualified investors or locators

### Pioneer Developments



#### **Mixed-Use Industrial Development (288 hectares)**

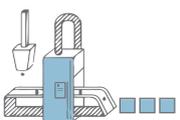
The Mixed-Use Industrial Development is a vibrant business and industrial community that embodies a “live-work-play-learn” environment. The development is centered on the future industrial park showcasing relevant technologies to enhance estate liveability, sustainability and branding. The development also features a Loop Park, a significant element that integrates waterways and greenbelts connecting the whole city.



#### **NCC National Government Administrative Center**

The National Government Administrative Center will host satellite offices of all the branches of the Philippine Government: the Executive, Legislative and Judiciary, as well as their attached agencies. The Business Continuity Center shall provide a one-stop-shop for all the businesses located in the New Clark City and its vicinity. As a Disaster Risk and Recovery Center, the NCC National Government Administrative Center shall also serve as a backup (redundancy) office in case of disaster or national calamities to provide continuous business and service by the National Government.

The NGAC shall also have a Sports Complex envisioned to be a world-class facility capable of hosting major international sport events. It is the venue of the South East Asian (SEA) Games to be held tentatively on November or December 2019.



#### **NCC Food Processing Terminal & International Food Market**

The New Clark City Food Processing Terminal and International Food Market is envisioned to be a “stock exchange” of fresh produce and processed products. The project will consolidate food supply chain and post-harvest production system for Northern and Central Luzon, Metro Manila and neighboring countries. This project will focus on niche markets (e.g. organic produce, halal-certified goods).

**PHASING PLAN  
OF THE 250-HECTARE  
PARK GOLF COURSE DEVELOPMENT  
AT NEW CLARK CITY**

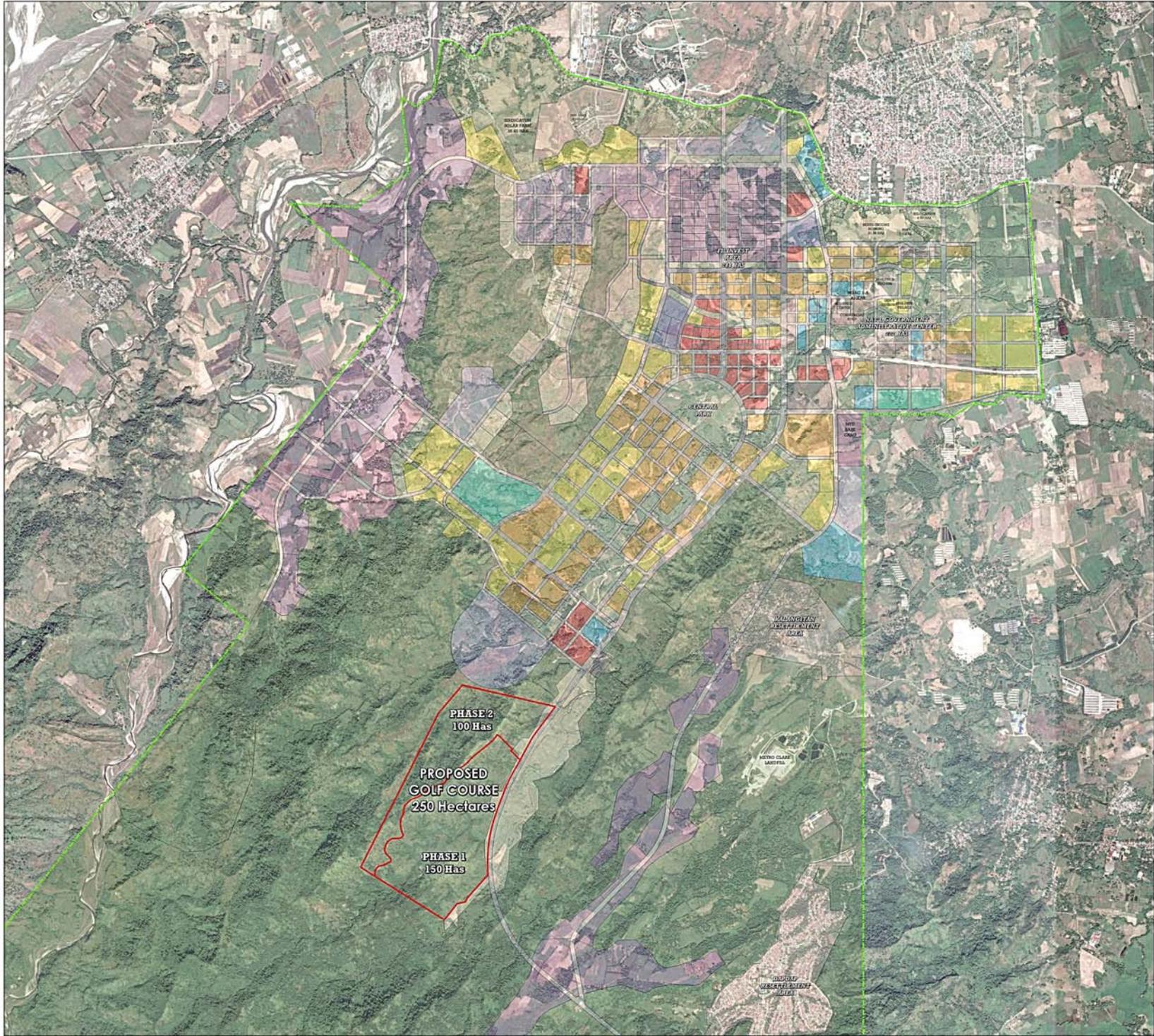
# NEW CLARK CITY

## MASTER DEVELOPMENT PLAN

### PARK GOLF COURSE DEV'T

### 250 Hectares

PHASE 1: 150 HECTARES  
 PHASE 2: 100 HECTARES



**LAND USE**

<span style="color: red;">■</span> Commercial	<span style="color: lightpurple;">■</span> Industrial (Light)
<span style="color: orange;">■</span> Mixed Use	<span style="color: magenta;">■</span> Industrial (RnD)
<span style="color: yellow;">■</span> Residential (High)	<span style="color: green;">■</span> Forest Reserve
<span style="color: lightyellow;">■</span> Residential (Low)	<span style="color: lightgreen;">■</span> Open Space
<span style="color: blue;">■</span> Institutional	<span style="color: tan;">■</span> Residential (Excluded)
<span style="color: purple;">■</span> Education	<span style="color: cyan;">■</span> Sports Village
<span style="color: pink;">■</span> Support Facilities	<span style="color: grey;">■</span> Transport Hub
<span style="color: darkpurple;">■</span> Industrial	<span style="color: lightgrey;">■</span> Road

Coordinate System: PRS 1992 Philippines Zone III  
 Projection: Transverse Mercator  
 Datum: Philippine Reference System 1992  
 False Easting: 500,000.0000  
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**Map Notes:**  
 Areas indicated are indicative only. Actual areas will be based on the verified and approved survey plan.  
 Satellite images are based from Google Earth imagery

Republic of the Philippines  
 Office of the President

cartography by: DFGarcia  
 approved by: Richard Brian M. Cepe  
 reference no.: NCC-2018-0628-111

**BCDA**  
 Bases Conversion and  
 Development Authority

file name: NCC - Locator - Proposed Golf Course

## 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 Consortium	Mark as “A”
Annex G	Bidder’s Profile, or if a Consortium, of all members	Mark as “A-1”
Annex H	Summary of Projects of the Corporation or, if a Consortium, the member which meets the Technical Capability Requirement	Mark as “B”
	Certification from bank/s reflecting the cash balance or available credit facilities of the Bidder, or if a Consortium, of any member, as of July 2018.	Mark as “C”
	Certificate of Incorporation from the Philippine SEC and the General Information Sheet (GIS) for the latest applicable calendar or fiscal year, or the foreign equivalent documents	Mark as “D”
	Articles of Incorporation <u>and</u> By-Laws, or the foreign equivalent documents	Mark as “E”
	A Board Resolution or Secretary’s Certificate of the Bidder (or all members, in case of a Consortium), expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose	Mark as “F”
<b>Final Proposal</b>		
Annex I	Final Bid Letter	
	Bid Security	

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

**ELIGIBILITY STATEMENT**

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

1. The (*name of Corporation*) (Bidder) is interested in the competitive challenge for the long-term lease and development of a Two-Hundred Fifty (250)-hectare Park Golf Course Development at New Clark City located within the Clark Special Economic Zone (CSEZ) in the Province of Tarlac, Philippines;
2. I am the (*designation*) of the Bidder, duly authorized to make this Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Bidder’s Profile is hereto attached as Annex A-1;
4. The Bidder, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by the BCDA Board;
5. The Bidder has no pending or unpaid tax liabilities in the Philippines;
6. The Bidder accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
7. 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;
8. 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;
9. All information in this statement, including attachments and enclosures thereof, are true and correct. Any falsity, error, or misrepresentation shall constitute ground for disqualification from this bidding or revocation of award as determined by BCDA;
10. The 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.

11. 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.
12. The Bidder authorizes BCDA or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to our bid.

For this purpose, the Bidder hereby authorizes any public office, or any person or firm to furnish pertinent information deemed necessary and requested by BCDA to verify statements and information provided in this statement.

**IN FAITH WHEREOF**, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_, Philippines.

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

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

**NOTARY PUBLIC**

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

**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 Joint Venture/Consortium intends to participate in the competitive challenge for the long-term lease and development of a Two-Hundred Fifty (250)-hectare Park Golf Course Development at New Clark City located within the Clark Special Economic Zone (CSEZ) in the Province of Tarlac, Philippines, and shall undertake to execute a Memorandum of Agreement among all members, to be submitted during the post-qualification process.
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:					
Members:					

3. The Joint Venture/Consortium (and all its members), its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by BCDA;
4. The Joint Venture/Consortium has no pending or unpaid tax liabilities in the Philippines;
5. The Joint Venture/Consortium accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
6. 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;

7. 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;
8. 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;
9. 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.

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.

10. 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.
11. 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 \_\_\_\_\_ 2018 at \_\_\_\_\_, Philippines.

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

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

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

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

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

<b>NAME</b>	<b>COMPETENT EVIDENCE OF IDENTITY</b>	<b>Validity Date and Place of Issuance</b>

**NOTARY PUBLIC**

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

**BIDDER'S PROFILE****I. GENERAL INFORMATION**

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

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

**II. OWNERSHIP AND MANAGEMENT**

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

Governing Board	
Name	Designation

Key Officers	
Name	Position/Nationality

(use additional sheets if necessary)

III. FINANCIAL CAPACITY

Key Banking Relations (at least 3)			
as of July 2018			
Bank Name	Location	Bank Deposit	Credit Facility

IV. SUBSIDIARIES AND AFFILIATES

Subsidiaries and Affiliates	
Business Name	Percentage (%) of Ownership

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

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

Name:  
Position:  
Date:

**ANNEX “H”**

*To be accomplished by the Corporate Bidder or at least one member of the Consortium*

**NAME OF BIDDER:** \_\_\_\_\_  
**(If a Consortium, indicate the name of the Member with the required Technical Capability.)**

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

**SUMMARY OF COMPLETED PROJECTS**

The following Completed Projects are in the nature of mixed-use development including an 18-hole Golf Course Development. Each Completed Project with a land area of at least fifty (50) hectares **and** a project cost of not less than Two (2) Billion Pesos (PhP2,000,000,000.00) (excluding the value of the land):

	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:  
 Position:  
 Date:

**FINAL BID LETTER**

Date

**THE CHAIRPERSON**

Asset Disposition Program Committee for NCC Park Golf Course Development  
Bases Conversion and Development Authority  
BCDA Corporate Center, 2/F Bonifacio Technology Center  
31<sup>st</sup> St., corner 2<sup>nd</sup> Ave., Bonifacio Global City  
Taguig City, Metro Manila

Sir:

In connection with the competitive challenge for the long-term lease and development of a Two-Hundred Fifty (250)-hectare Park Golf Course Development at New Clark City located within the Clark Special Economic Zone (CSEZ) in the Province of Tarlac, Philippines, our Company (State the name of the Corporation/Lead Member Corporation), hereby, formally proposes an Annual Lease Rate in the amount of \_\_\_\_\_ (PhP \_\_\_\_\_) per square meter per annum, or a total lease of \_\_\_\_\_ (PhP \_\_\_\_\_).

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

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

Submitted by:

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

\_\_\_\_\_  
Position

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ELIGIBILITY FORMS AND FINAL BID LETTER**