



# Competitive Challenge for the **Bonifacio Capital District** Mixed-Use Development Project

Instruction to Public Sector Participants (IPSP)

**Vol. 01** Eligibility Documents

Instructions to Private Sector Participants: Volume I — Eligibility Documents

COMPETITIVE CHALLENGE FOR THE  
JOINT VENTURE DEVELOPMENT OF THE  
**BONIFACIO CAPITAL DISTRICT -  
MIXED-USE DEVELOPMENT AREA**

Instructions to Private Sector Participants  
Volume I - Eligibility Documents  
Annexes of Volume I

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These Tender Documents describe the procedures that shall be followed in connection with the competitive challenge by the Bases Conversion and Development Authority (BCDA) of its private partner in an unincorporated joint venture (JV) to undertake the proposed Project for the financing, planning, design and engineering, establishment, construction and development, and operation and maintenance of the Bonifacio Capital District - Mixed-Use Development (the Project) in Taguig City.

This disposition is carried out by BCDA pursuant to its mandate under Republic Act No. 7227, as amended and the BCDA Guidelines on the Privatization and Disposition of BCDA Properties - Procedures for Entering Into Joint Venture (JV) Agreements with Private Entities (BCDA JV Guidelines).

The Bonifacio Capital District Mixed-Use Development (the Property) is a 61,761 square meter (6.17-hectare) property located at the south of the New Senate Building, in Bonifacio Capital District (BCD), that is under a single *Transfer Certificates of Title (TCT) No. 164-2017000357*. The TCT is in the name of the Bases Conversion and Development Authority (BCDA).

The Project is a mixed-use development of the transit-oriented development area of the BCD for the Senate-DepEd station. It aims to introduce new landscapes of amenities and facilities responsive to the needs of the locators at the BCD, among which are institutional areas, residents and commuters. Smart facilities and sustainability features may be prioritized depending on the Development Plans that the PSP shall prepare for the BCD Mixed-Use Development with the intention to bring out the maximum potential of the mix of land-uses that will perform as a whole and will benefit from one another and to its adjacent development.

The Project is likewise expected to generate proceeds and revenues to fund the AFP Modernization Program.

The Site Map of the BCD-MUD is attached as Annex "A".

On 22 September 2023, Robinsons Land Corporation (RLC), otherwise known as the Original Proponent, submitted to BCDA an unsolicited proposal for the development of the Property. The BCDA evaluated the unsolicited proposal following the 2017 BCDA JV Guidelines and entered into a detailed negotiation with RLC. On 26 March 2024, BCDA issued the "Certificate of Successful Negotiation in favor of RLC."

In compliance with Section 6.3 of the BCDA JV Guidelines, BCDA shall implement a competitive selection (i.e. Swiss Challenge) process against the Terms of the Successful Negotiation. This mode of selection ensures transparency, accountability and efficiency in the selection process.

These IPSP are issued in two (2) volumes: Volume 1 — Eligibility Documents; and Volume 2 — Competitive Challenge Documents. This Volume 1 details the requirements for interested private sector participants ("PSP") to be found eligible to submit technical and financial proposals for the Project. Those who shall be declared eligible shall be entitled to obtain the related Volume 2, which details the requirements and procedures for the submission of technical and financial proposals, with the end-view of determining to whom the Project shall be awarded. BCDA reserves the right to amend or supplement this IPSP: Volume 1 at any time prior to the submission of the eligibility documents.

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**INSTRUCTIONS TO PRIVATE SECTOR PARTICIPANTS:  
VOLUME I — ELIGIBILITY DOCUMENTS**

**1. Governing Law and Definitions**

**1.1 Governing Law and Rules**

The provisions of Republic Act No. 7227, as amended, the BCDA JV Guidelines, and other applicable Philippine laws and rules shall govern all matters not specifically covered by this IPSP: Volume 1 — Eligibility Documents and the IPSP.

**1.2 Definitions**

The following words or terms shall have the following meanings in this IPSP: Volume 1 — Eligibility Documents:

“**Affiliate**” means a corporation or entity effectively Controlled by or Controlling the PSP or associated with the PSP under common ownership and Control.

“**Acceptable Bank**” means a universal bank or a commercial bank regulated by the *Bangko Sentral ng Pilipinas*.

“**BCDA**” refers to the Bases Conversion and Development Authority.

“**BCDA Board**” refers to the Board of Directors of BCDA.

“**BCDA Guidelines**” shall refer to the 2017 Guidelines on the Disposition and Privatization of BCDA Properties - Procedures for Entering in JV Agreement with Private Entities issued by BCDA.

“**BCDA Supplied Information**” means the documents that BCDA will provide to PSPs solely to provide background information on the Project.

“**Bidding Process**” or “**Bidding**” means the process beginning from the publication of the IAESP until the signing of the JV Agreement.

“**BIR**” refers to the Bureau of Internal Revenue.

“**BCD-MUD**” means the Bonifacio Capital District Mixed-Use Development.

“**Conceptual Development Plan (CDP)**” means the plan to be submitted by the WINNING PSP within six (6) months from the execution of this agreement which shall include details such as, but not limited to, the initial land use, road network plans and cross-sections, traffic circulation, utility plans, public and open space plans, Gross Floor Area (GFA) allocation, infrastructures, improvements, and facilities to be constructed, architectural themes, and initial timeline, budget, and staffing for development.

“**Conflict of Interest**” is defined as follows:

PSPs, Consortium Members, including their Affiliates in the Project, must not have any Conflicts of Interest. Any of the following will be considered a “**Conflict of Interest**”:

- a. A PSP, any of its Consortium Members, or any of their Affiliates (of either a PSP or any of its Consortium Members) is a member of another Consortium[1], or an Affiliate of a member of another Consortium.
- b. A PSP, any Consortium Member (if the PSP is a Consortium), or any of their Affiliates (of either a PSP or of the Consortium Member) has ownership interest of twenty percent (20%) or more in any other PSP, any Consortium Member of any other PSP, or any of its Affiliates that is nominated to fulfill any of the Eligibility Requirements.

- c. A member of the board of directors, partner, officer, employee, or agent of a PSP, any Consortium Member (if the PSP is a Consortium), or any of their Affiliates, who is directly involved in any capacity related to the Bidding Process of such PSP, any Consortium Member (if the PSP is a Consortium), or any of their Affiliates is also directly involved in any capacity related to the Bidding Process for the Project for another PSP, any Consortium Member of another PSP, or any of their Affiliates.

The phrase “**directly involved in any capacity**” shall refer to actual participation in the deliberations and/or decision-making for the bidding process of the PSP or access to the documents related thereto, that would give the director, partner, officer, employee, or agent knowledge or information regarding the bid of such PSP, including the act of voting on any matter related to the Bidding Process of two or more PSPs, such as but not limited to the approval of the relevant entity’s participation in the Bidding.

The same conflict of interest arises for consulting firms acting as professional advisors, Consortium Member, in each case, to the extent such entities are engaged by more than one PSP in any capacity related to the Bidding Process, unless said entity/ies, or professional advisor discloses such fact in writing to each relevant PSP, submits a Conflict Management Plan to such PSPs and submits to BCDA a written consent from each such PSP stating that such PSP has been notified of the potential conflict of interest, has reviewed and approved the Conflict Management Plan prepared by such entity/ies or professional adviser and the parties consent to such entity/ies or professional adviser’s engagement by the other relevant PSP.

“**Consortium**” means an unincorporated association of natural or legal persons bound by contract or law, solidarily undertaking by mutual written agreement a common enterprise which is to participate in the pre-selection and in the Bidding Process of the Project.

“**Consortium Member**” means any of the natural or legal persons or group of persons comprising a Consortium, each having a definite interest in the common undertaking, solidarily liable with respect to the bid for the Project, and whose interest will be converted into an equivalent equity participation in the corporation that will become the JV Partner if the Consortium is awarded the Project.

“**Construction**” means all aspects of construction work and activities relating to the Project, as provided in the JVA.

“**Control**” (including, with correlative meanings, the terms “**Controlling**”, “**Controlled by**” and “**under common Control with**”) as used with respect to any corporation, partnership or other legal entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation, partnership or other legal entity, whether through:

- (a) ownership, whether directly or indirectly, of at least fifty percent plus one share (50%+1) of the outstanding voting shares; or
- (b) ownership, whether directly or indirectly, of at least twenty percent (20%) of the outstanding voting shares and (a) possession of at least fifty percent plus one share (50%+1) of the voting rights through voting trust or other voting agreements; or (b) the ability to elect a majority of the members of the Affiliate’s board of directors; or
- (c) any legal agreement or arrangement.

For this purpose, the term “voting shares” includes partnership contribution, membership interests, units of participation, and other similar forms of ownership which are entitled to vote.

“**Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice and Restrictive Practice**” are each defined as follows:

- (a) "Corrupt Practice" means any behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the Bidding or in contract execution; this also includes similar acts punishable under the Anti-Graft and Corrupt Practices Act (Republic Act No. 3019);
- (b) "Fraud" means a misrepresentation of facts in order to influence the Bidding to the detriment of the government, and includes collusive practices among PSPs (prior to or after bid submission) designed to establish financial offers or prices at artificial, non-competitive levels and to deprive the government of the benefits of a free, transparent and open competition;
- (c) "Collusion" means a scheme or arrangement between two or more PSPs, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels;
- (d) "Coercion" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the JV Agreement;
- (e) "Undesirable Practice" means (i) establishing contact with any person connected with, employed or engaged by BCDA or any member of the JVSC with the objective of canvassing, lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process, the evaluation of Eligibility Documents or proposals, or the implementation of the JV Agreement; and
- (f) "Restrictive Practice" means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among PSPs or Consortium Members with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

"Day" means a calendar day, unless otherwise specified.

"Detailed Development Plan (DDP)" written overall plan that identifies the components of the Project, to be submitted by the WINNING PSP within Nine (9) months from the approval of the CDP, and which may be updated from time to time by the WINNING PSP in accordance with the terms of this Agreement subject to the approval by the BCDA outlining the strategy for the execution, construction and development of the Project including details such as, but not limited to, detailed land use and GFA allocation, infrastructures, improvements, and facilities to be constructed, landscapes, traffic circulation, utilities plan, parking and access road network and sections for vehicles, bikes, and pedestrians, lot sizes, building heights, public space, easements and architectural themes, timelines, budgets, and staffing schedules sustainability features and designs and smart technologies.

"Development Experience Requirement" refers to the Technical Capability Requirements that must be met by a PSP, as provided in Section 5.2.1.

"Effective Date" - shall mean the date of receipt by the BCDA of the favorable resolution of the JVA by the Philippine Competition Commission.

"Eligible PSP" means a PSP, which passed Pre-Selection and is, therefore, allowed to submit a bid for the Project.

"Eligibility Documents" mean the documents required to be submitted by the PSP during the pre-selection stage as provided in Section 6.

"Eligibility Documents Submission Date" means the day to be set by the BCDA for submission of the Eligibility Documents as indicated in Section 10.

"EPF" means eligibility proposal form.

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**“Eligibility Requirements”** means the criteria that a PSP must meet in order to be eligible to submit a bid for the Project and includes Legal Capacity Requirements, Technical Capability Requirements, and Financial Capability Requirements.

**“Financial Capability Requirement”** refers to the eligibility requirements that must be met by a PSP, as provided in Section 5.3.

**“Financial Proposal”** shall mean the Eligible PSP’s financial consideration for the joint venture.

**“Grade A Building”** - according to the *Building Owners and Managers Association (BOMA) International*, Grade A buildings are the most prestigious buildings competing for premier office users with rents above average for the area. Buildings have high-quality standard finishes, state-of-the-art systems, exceptional accessibility, and a definite market presence. A Grade A office building must have at least 50,000 square meters of gross leasable area (GLA).

**“GFA”** shall mean the Gross Floor Area, or the habitable area contained within the external faces of the external walls excluding the (i) floor area requirements imposed by government policies or standards such as covered footways or walkways; (ii) ground level and covered areas used for parking and vehicular access driveways, including vertical penetrations in parking floors, plant boxes and residual areas arising from layout of parking slots; (iii) uncovered areas such as roof decks, areas for air conditioning (AC) cooling towers, overhead water tanks, gardens, courts or plazas; (iv) building design features or use of modern construction techniques that do not give rise to additional floor space and increased density; and (v) floor areas having limited height clearance of one and one-half (1 ½) meters or less and used for mechanical and electrical (M&E) purposes including crawl spaces for maintenance access and cable ducts or chambers.

**“Government”** means the Government of the Republic of the Philippines and any agency or instrumentality thereof, including the BCDA.

**“High-end or Luxury Residential”** shall mean a residential real estate project characterized by superior quality, exclusive amenities, premium locations, and high market value. It shall have a selling price of at least Php200,000.00 per square meter.

**“IAESP”** means the Invitation to Apply for Eligibility and to Submit a Proposal published by the JVSC.

**“IPSP”** refers to the IAESP, this IPSP: Volume 1 — Eligibility Documents, its Annexes, and any supplemental notices and special bid bulletins issued by the JVSC from the date of first publication of the IAESP until the Eligibility Documents Submission Date.

**“IPSP”** means the Instructions to Private Sector Participants.

**“ISO”** means the International Organization for Standardization.

**“JV”** means joint venture.

**“JV Agreement”** means the contract to be executed between BCDA and the JV Partner for the Project.

**“JV Guidelines”** means the 2017 BCDA Guidelines on the Privatization and Disposition of BCDA Properties - Procedures for Entering Into Joint Venture (JV) Agreements with Private Entities (BCDA JV Guidelines)

**“JV Partner”** means the counter-party of the BCDA under the JV Agreement, which is a duly qualified and selected private entity to undertake the Project, being the Winning PSP and/or a wholly-owned entity formed by the Winning PSP whose obligations under the JV Agreement are fully guaranteed by the Winning PSP.

**“JVSC”** refers to the Joint Venture Selection Committee.

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**“Lead Member”** means, for a PSP that is a Consortium, the Consortium Member having the highest percentage of interest in the Consortium, which should not be less than 33 $\frac{1}{3}$ %, and which should be designated in writing as such by the other Consortium Members.

**“Legal Capacity Requirements”** refers to the eligibility requirements that must be met by a PSP, as provided in Section 5.1.

**“Lock-Up Period”** shall mean the period from the Eligibility Documents Submission Date until the Proposals Submission Date wherein the PSP, Consortium member/s, or their affiliates may not be changed as defined in Section 15.

**“Lock-Up Rules”** are the applicable rules during the Lock-up Period as defined in Section 15.

**“NPV”** shall mean **Net Present Value**, is the value of all future cash flows over the entire life of an investment discounted to the present.

**“Net Worth”** means with respect to any person, corporation, partnership, or other legal entity, such person or entity’s total assets minus total liabilities calculated in accordance with generally accepted accounting principles.

**“Notice of Award”** means the document issued by the BCDA to the Winning PSP instructing it to comply with conditions precedent for the execution of the JV Agreement and to submit compliance statements with regard thereto.

**“No Pending Case”** is defined under Section 21 as follows:

The PSP (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 and/or its subsidiaries. Otherwise, it shall be disqualified from participating in the bidding for the Project.

**“Planning Review Board (PRB)”** shall refer to the policy-making body which shall set the policies and restrictions on the development for the BCD-MUD and on the Bonifacio Capital District, to ensure that the vision for the BCD is followed as far as practicable.

**“Pre-Eligibility Conference”** in Section 4.10, shall mean the date of the scheduled briefing to further clarify on the IPSP and to answer any additional questions from interested parties and PSPs.

**“Pre-Selection”** means the first stage of the Bidding Process involving the submission, opening, and evaluation of the Eligibility Documents submitted by the prospective PSPs.

**“Project”** means the JV for the financing, design and engineering, establishment, construction and development, and operation and maintenance of the Bonifacio Capital District-Mixed-Use Development.

**“Proposal”** means the bid letter, the additional requirements for Consortium with new members, the technical proposal, and the financial proposal to be submitted by the Eligible PSPs pursuant to IPSP: Volume 2 — Competitive Challenge Documents.

**“Proposals Submission Date”** is the date set in IPSP: Volume 2 — Competitive Challenge Documents as the date of the Eligible PSPs’ submission of their Proposal.

**“Provisionally-Eligible PSP”** means any PSP that undertakes to submit notarized and/or authenticated documents no later than the Proposals Submission Date, if, based on the Eligibility Documents submitted on the Eligibility Documents Submission Date, it meets all of the Eligibility Requirements enumerated under Section 5 of this document.

**“PSP”** means a private sector participant which must be a partnership, corporation, other legal entity or Consortium that intends to submit an application to be determined as meeting the Eligibility Requirements for the Project pursuant to this IPSP: Volume 1 — Eligibility Documents.

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**“Regional Mall”** - A regional mall shall have at least a size of 100,000 sqm. General merchandise and/or fashion-oriented offerings. Main focus is on non-discretionary retail and entertainment/leisure. Draws from a broad catchment.

**“SEC”** refers to the Securities and Exchange Commission.

**“Substitution”** in Section 15.2.2. refers to the replacement of a Consortium Member, except for the Lead Member, not previously identified in the Consortium’s Business Structure under Annex EPF-3B (**“Substitution”**), subject to the following conditions and compliance with the requirements of Section 15.2.4:

- (a) If the Consortium Member leaving the Consortium is the only entity that is proposed to meet a particular Technical Capability Requirement, then the substitute should meet the particular Technical Capability Requirement that such Consortium Member was proposed to meet and the Legal Capacity Requirements.
- (b) The substitute should not be a Consortium Member (or an Affiliate of such entities) identified in the Business Structure of another Eligible Private Proponent.

**“Technical Capability Requirements”** refers to the eligibility requirements that must be met by a PSP, as provided in Section 5.2.

**“VAT”** means value-added tax.

**“Winning PSP”** means the PSP whose bid is determined by the JVSC as the most advantageous proposal and, thus, granted a Notice of Award for the Project.

**“Withdrawal”** under Section 15.2.1., is defined as follows:

A Consortium Member, except for the Lead Member, may leave the Consortium and not be replaced by any other entity (**“Withdrawal”**), subject to the following conditions and compliance with the requirements of Section 15.2.4:

- (a) A Consortium Member proposed to meet the Technical Capability Requirements cannot Withdraw from the Consortium, except in the event of a Substitution as provided in Section 15.2.2 below.
- (b) Withdrawing Consortium Members cannot join any other PSP that has been determined to be eligible to bid for the Project.

## 2. Background of Competitive Challenge

On 22 September 2023, Robinsons Land Corporation (RLC/Original Proponent) submitted to BCDA an unsolicited proposal for the development of the Property. The BCDA evaluated the unsolicited proposal following the 2017 BCDA JV Guidelines and entered into a detailed negotiation with the Original Proponent. On 26 March 2024, BCDA issued the “Certificate of Successful Negotiation in favor of RLC”. A copy of said Certification is attached to this IPSP as Annex “B”.

### 2.1 The Bonifacio Capital District - Mixed-Use Development Area (Property)

#### 2.1.1 Land Area

The Property is a 61,761 square meter lot intended for mixed-use development, which comprises 56,408 square meters of developable area and 5,353 square meters of open space. A 4,662 square meter allocation for the internal access road of the BCD, which forms part of the 61,761 square meter lot, shall traverse the property following the current Master Plan of the Bonifacio Capital District.

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The development of the access road shall be for the account of the Winning PSP however, its ownership shall remain with BCDA.

### 2.1.2 Restrictions on the Property

- a. **Land Use and Land Use Mix** - the property is master-planned as a mixed-use development area with the following allowable land uses:
  - i. Residential
  - ii. Commercial / Retail
  - iii. Office Space
  - iv. Hotel/Hospitality
  - v. Parks and open space
  - vi. Recreational
- b. **Gross Floor Area (GFA)** - the property has a total GFA of 555,849 for the 61,761 sqm land area
- c. **Floor Area Ratio (FAR)** - the FAR of the property is 9.0
- d. **CAAP Height Limit** - Shall refer to the Height Limitation for the site set by the Civil Aviation Authority of the Philippines, inclusive of any appurtenances that may be installed atop the building/structure such as antenna towers, billboards and any objects. The Maximum Allowable Top Elevation for any structure that may be constructed within the Property is at 190m above EGM2008 Geoid. This information does not exempt the developer from securing the necessary Height Clearance Permit (HCP) from CAAP prior to the development and construction within the Property.

BCDA cannot commit nor does BCDA make any representation on the height restrictions set by CAAP. Should there be unanticipated changes in the policies, requirements and limitations imposed by CAAP which shall cause a reduction in the maximum allowable GFA, corresponding adjustments in the NPV or the financial proposal shall be agreed upon by both parties.

- e. **Estate Management and Membership to the Association** - the winning proponent shall be a member of the association to be organized or which may be organized by BCDA and other lessees / locators in BCD, for the purpose of management, maintenance, upkeep, and security of common areas, infrastructures, facilities, and utilities in BCD. As such, all fees to be imposed by the association shall be paid by the locator and remitted to BCDA or its designated representative (e.g., Estate Management Company). Membership therein entails that the locator and its sublessees (if allowed under this agreement) shall abide by the Master Development Plan, Design Standards and Guidelines, updates on the plans and all other issuances by the BCDA/ Association/ Estate Management Company concerning developments within.
- f. **Planning Review Board (PRB)**. Shall refer to the policy-making body which shall set the policies and restrictions on the development for the BCD-MUD and on the Bonifacio Capital District, to ensure that the vision for the BCD is followed as far as practicable.
- g. **Metro Manila Subway Project (MMSP)**- the alignment of DOTR's MMSP shall be located north of the property as further discussed in **Section 2.5.2**, thus the winning proponent shall also abide by DOTR's guidelines on developments near the subway alignment.

The Air rights/GFA shall pertain to the JV partner. The same terms shall be annotated on the title of the Property.

- h. **Introduction of smart technology sustainability solutions** - the development shall boast state-of-the-art internet-of-things/smart technology features (i.e. smart lighting, water, other utilities and security systems ) and sustainability solutions (i.e. energy saving features, passive cooling architecture, etc.)

- i. **Gender-sensitive development** - the winning PSP must introduce gender sensitive designs and features to its development (i.e. nursing rooms, gender sensitive toilets, etc.)

The Winning PSP shall comply with the relevant and applicable provisions of the RA 9710 or the Magna Carta of Women, RA 9262 or Anti-Violence Against Women and Children of 2004, RA 7887 or Anti-Sexual Harassment Act of 1995, RA 10364 or Expanded Anti-Trafficking in Person Act of 2012, RA 7277 or Magna Carta for Disabled Persons, and other existing laws concerning the rights of women, children and persons with disabilities and laws against human trafficking.

## 2.2 Functional Replication of the Affected Military Facilities

A portion of the Project area, which is approximately 15,400 square meters, is currently occupied by at least twenty-two (22) senior officers quarters (SOQ) and the Philippine Navy Grandstand which will be replicated by the Winning PSP at their own cost. Prerequisite to the turnover of the property to BCDA by the Department of National Defense (DNP) and the Philippine Navy (PN), the Winning PSP must first deliver the relocation and functional replication of the project-affected military facilities according to the specifications required by the PN.

The replication cost of the affected facilities shall be borne by the Winning PSP and is computed at **PESOS: One Billion Five Hundred Million Pesos and 00/100 (Php 1,500,000,000.00)**, on top of other financial considerations in this IPSP.

## 2.3 Relocation of Utilities

For the Property, as well as the road bordering the Property, BCDA requires that all lines for power, water, sewer, communication, gas, and all other utilities shall be installed underground. In this regard, the existing overhead power lines, communication lines, and other utilities, if any, in the Property area are required to be relocated underground, within a timetable to be determined jointly by BCDA and the Winning PSP, in consultation with the utility providers.

The Winning PSP shall be responsible for the underground relocation of all existing utilities (i.e. power, water, sewer, communication, gas, others) on or bordering the Property, and shall likewise, shoulder all costs for said undertaking.

## 2.4 Portion of the Property with Informal Settler Families

An approximately 1,000-square meter portion of the Property is occupied by informal settler families (ISFs) (Annex "C" - Map of Area with ISFs). The Winning PSP shall be responsible for the costs of pre-clearing, clearing of the property and ISFs' relocation program, with a computed amount of **Two Hundred Sixty-Eight Million Pesos (Php 268,000,000.00)** (Relocation Fees) which shall be on top of other payments to BCDA. The payment of the relocation fees shall be given by the Winning PSP directly to the recipient ISFs. The demolition of ISF structures shall be undertaken by the Winning PSP upon acceptance of the financial compensation by the ISFs or the signing of the in-city and/or off-city relocation agreements with the ISFs.

BCDA on the other hand, shall be responsible for the social preparation and preliminary activities of the ISFs' relocation program (census, distribution of notices, among others).

## 2.5 New Developments on the Property

### 2.5.1 Best Land Use for the Property

- a. The Winning PSP shall submit the Conceptual Development Plan (CDP) to BCDA within six (6) months from the Effective Date of the JV Agreement, which shall be subject to approval of the BCDA Board.
- b. The Detailed Development Plan (DDP) shall be submitted to the BCDA within nine (9) months from the approval of the CDP. The DDP shall conform to the approved CDP and the MDP and

DSG of the Bonifacio Capital District. The Winning PSP may propose changes to the BCDA approved CDP subject to BCDA's re-approval. Any proposed changes/plans deviating from the MDP and/or DSG shall require the approval of both BCDA and the Bonifacio Capital District PRB.

- c. The Winning PSP may, before or during the project implementation, but subject to BCDA approval, propose changes to the development plan of the Property; Provided that such revision of the plan shall still comply with the maximum allowable GFA and the Restrictions on the Property as prescribed by the Bonifacio Capital District MDP and DSG in Section 2.1.2.
- d. The final allocation of FAR and land uses to be reflected in the Winning PSP's development plan shall be subject to the approval of the BCDA Board, the Planning Review Board of Bonifacio Capital District and the Taguig City Local Government.

The development of the Property, including those of the utilities (power, water and sewer, telecommunications and gas), shall be subject to the MDP and DSG of Bonifacio Capital District and the policies and rules set by the PRB.

Any increase or decrease in the land area, resulting from the final joint survey between BCDA and the Winning PSP, shall result in the corresponding adjustment of the financial proposal such that, the NPV of the financial proposal shall be proportionately adjusted to reflect such increase or decrease in the land area.

The height restriction of the property shall comply with the latest CAAP issuance as provided in Section 2.1.2 (d) of this IPSP.

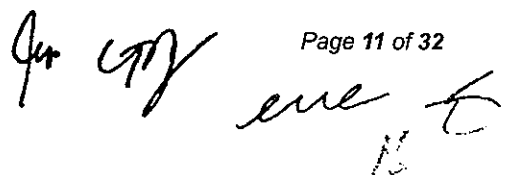
- e. In addition, the development of the Property shall complement the development of the entire Bonifacio Capital District, especially with respect to utilities and road networks, and the provision of adequate drainage facilities to prevent possible flooding in the area and its vicinity. The Development Plans to be submitted shall comply with, at the minimum, the National Building Code, the CAAP Height Restrictions, the Taguig City Local Government ordinances and all other regulations imposed by appropriate authorities.
- f. The Winning PSP shall also comply with applicable laws, rules and regulations of the agencies of the National Government and the Local Government of Taguig City, including the PRB of Bonifacio Capital District.

#### 2.5.2 Planned Development Around the Property

- a. The Winning PSP is given flexibility to convert the planned minor roads and pedestrian strips to buildable areas as long as the main/circulation road shall be developed in compliance with the MDP and DSG of BCD and as provided in this IPSP, and the buildable area shall not be more than seventy percent (70%) of the gross area of 61,761 sqm.
- b. **Bonifacio South Main Boulevard (BSMB).** A 28-meter-wide road set to traverse the northern boundaries of the Property.
- c. **MMSP Alignment.** The MMSP alignment is along the BSMB located to the North of the property. A portion of the development with an area of approximately 1,300 square meters has been identified as a potential Station Entrance/Exit, and Emergency Staircases. The Winning PSP shall be responsible for the construction of the Station Entrance/Exit connected to the MMSP following the technical specifications required by the Department of Transportation.

The value of the area allotted for the Station Entrance/Exit shall not be reduced from the considerations of the JV.

The Winning PSP shall respect and/or recognize the Agreement of BCDA and the DOTr for

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the use of the subterranean ROW for the MMSP.

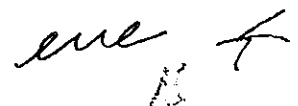

### 3. The Unsolicited Proposal

- a. The Original Proponent's Unsolicited Proposal, for which a "Certificate of Successful Negotiation" was issued by BCDA on 26 March 2024, shall be used as basis for the conduct and completion of the Competitive Challenge, in accordance with the BCDA JV Guidelines.
- b. The Original Proponent's Unsolicited Proposal is for the financing, planning, design and engineering, establishment, construction and development, and operation and maintenance of the Bonifacio Capital District - Mixed-Use Development through an unincorporated Joint Venture with a life of 25 years.
- c. Under the Proposal, the Property shall have a maximum allowable GFA of five hundred fifty-five thousand eight hundred forty-nine (555,849) square meters, with an assumed building efficiency ratio of no more than eighty percent (80%). The distribution of GFA for the land uses under the Proposal shall be as follows:
  - i. **Residential** - up to fifty-two and eight tenths percent (52.8%) of the maximum allowable GFA or two hundred ninety-three thousand four hundred eighty-eight (293,488) square meters.
  - ii. **Other Uses (Retail, Office, Commercial, Recreational, Entertainment and Hotel)** - up to forty-seven and two tenths percent (47.2%) of the maximum allowable GFA or two hundred sixty-two thousand three hundred sixty-one (262,361) square meters; The proposed mix of which is: (a) Shopping Mall - 21.5%, (b) Office - 15.5%, and (c) Hotel - 10.2%. The land-use mix may be revised subject to the compliance to the Design Standards and Guidelines of the Bonifacio Capital District and BCDA Approval.

### 4. The Bidding Process

#### 4.1 Competitive Challenge Process

- a. **Subject of the Challenge.** The PSPs wishing to challenge the Original Proponent's Proposal need only submit a better Financial Proposal as follows:
  - i. **Minimum Present Value of the Total Cashflow-** The minimum Present Value of the Cash Flow to be paid to BCDA annually for ten (10) years, discounted using a discount rate of six percent (6%), should be higher than **Sixteen Billion Eight Hundred Seventeen Million Seven Hundred Thirteen Thousand Four Hundred Seventy Three and 47/100 Pesos (Php 16,817,713,473.47), inclusive of Value Added Tax (VAT) but not subject to Creditable Withholding Tax (CWT)**, for the entire 61,761 square meter land area, provided that, the following amounts shall not be lower than the components of the 10-year Cash Flows, as follows:
    1. **Upfront Cash Payment** - The amount payable by the Winning PSP upon signing of the resulting JVA, should not be lower than the Original Proponent's proposal of **Three Billion Five Hundred Million Pesos (Php3,500,000,000.00) inclusive of Value Added Tax (VAT) but not subject to Creditable Withholding Tax (CWT)**. Any proposal for Upfront Cash lower than this amount shall be automatically rejected;
    2. **Fixed Annual Payments (FAP)** - The FAP payable by the Winning PSP to BCDA in a schedule of nine (9) equal annual payments shall not be lower than **One Billion Nine Hundred Fifty-Eight Million Pesos (Php1,958,000,000.00) inclusive of Value Added Tax (VAT) but not subject to Creditable Withholding Tax (CWT)**. The FAP shall be remitted to BCDA on or before the first (1st) anniversary of the JVA signing date, and every year thereafter without the need of demand.



- ii. **Annual Variable Revenue** - Beginning the 10th anniversary of the JVA signing date, the Winning PSP shall pay BCDA a variable revenue share of **three percent (3%)** of the gross revenue from the lease of land or the portion of the property as stated in Section 3.c.(ii).
- iii. **Relocation and Functional Replication Cost of Military Facilities** - The Winning PSP shall undertake and shall be responsible for the cost of relocation and functional replication of the project-affected military facilities within the Project. The amount for the relocation and replication shall not be more than **One Billion Five Hundred Million Pesos (Php1,500,000,000.00)**.
- iv. **Pre-clearing, Clearing and Relocation Cost** - A budget for the pre-clearing, clearing and relocation cost of ISFs within the approximately 1,000 square meters portion of the Property shall be funded by the Winning PSP and shall be on top of other financial considerations in this IPSP. Any payments required to be made to the ISFs shall be remitted directly by the Winning PSP to the ISFs. This is to also consider other pre-clearing expenses which are not necessarily actual payment of financial assistance to the ISFs and to be consistent with Section 2.4.

#### 4.2 The JVSC

The JVSC for the Bonifacio Capital District Mixed-Used Development, created by BCDA on 25 January 2024 pursuant to the BCDA Guidelines and BCDA Special Order Number 077, Series of 2024, shall administer the Bidding Process for the Project. It shall be responsible for the preparation of the IPSP, publication of the IAESP, determination of eligibility of the PSPs, conduct of pre-eligibility and pre-selection conferences and issuance of supplemental notices, interpretation of rules regarding the Bidding Process, conduct of the Bidding Process, evaluation of financial and technical proposals, and resolution of disputes between PSPs.

#### 4.3 Revisions and Clarifications to the IPSP

The JVSC reserves the right to amend, revise, modify, or clarify any section of the IPSP at any stage of the Bidding Process. Such amendments, revisions, modifications, or clarifications, if any, shall be communicated, in writing, through special bid bulletins issued by the JVSC to all parties who purchased the IPSP. Upon notice or communication to PSPs regarding the issuance of a bid bulletin by the JVSC, the same shall automatically be incorporated into and made an integral part of the particular document to which it relates. Any such notice or communication shall be deemed given when so sent by electronic mail to the electronic mail addresses provided by the PSPs.

#### 4.4 Interpretation of IPSP

In case of ambiguities or discrepancies within the IPSP, the following rules of interpretation shall apply:

- (a) between two or more Sections of the IPSP, the provisions of a specific Section relevant to the issue under consideration shall prevail over those in other Sections;
- (b) between the Sections of the IPSP and the Annexes, the Sections of the IPSP shall prevail;
- (c) between any two Annexes, the Annex relevant to the issue shall prevail; and
- (d) between any value written in numerals and that in words, the latter shall prevail.

The rule of construction, if any, that a contract should be interpreted against the party responsible for the drafting and preparation thereof, shall not apply.

#### 4.5 Responsibility of PSPs

Notwithstanding any information and any additional communication given by the BCDA or its JVSC, including supplemental notices and special bid bulletins, it is the sole responsibility of any interested party and PSP to:

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- (a) be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
- (b) examine all the IPSP and other BCDA Supplied Information, including all instructions, forms, schedules, terms, specifications, and drawings;
- (c) familiarize itself with all existing laws, decrees, acts, rules, and ordinances of the Philippines, whether national or local, which may affect the Project; and
- (d) determine and satisfy itself, at its own cost and risk, and by such means as it considers necessary and desirable, as to all matters pertaining to the execution of the Project, including but not limited to the location and nature of the Project; the terrain, geological, meteorological, and hydrological conditions related to the Project; the requirement and availability of labor, materials, equipment, aggregate sources, water, power, roads, communications and other relevant factors; resource requirements; and risks and contingencies that may affect the cost, duration, execution and completion of the Project.

PSPs (including any Consortium Members or their Affiliates) shall not be entitled to and shall not make any claim against BCDA, or any other associated party, whether on the basis of contract, quasi-delict or delict, for damages, extensions of time or payments on the following grounds:

- (a) any misunderstanding or misapprehension in respect of the IPSP, and the Project; or
- (b) that incorrect or insufficient information relating to the IPSP and the Project given to them by BCDA, or any other associated party.

By submitting the Eligibility Documents, a PSP acknowledges, and warrants that it has fully discharged its responsibilities above and contained elsewhere in the IPSP and that it has examined and accepted all the terms and conditions in all of the IPSP and other BCDA Supplied Information.

#### 4.6 Costs and Expenses of Participation

PSPs shall bear all costs associated with their participation in the Bidding Process including the preparation and submission of their Eligibility Documents, and all possible losses or damages resulting therefrom. BCDA shall not be held responsible or liable in any way for such costs regardless of the results of the Bidding Process.

Prospective PSPs must pay the fee for the IPSP as indicated in the IAESP, payable in cash or manager's check issued by an Acceptable Bank to BCDA, which payment shall be non-refundable. All PSPs, or those PSPs, that have been declared eligible shall be provided Volume 2 of the IPSP — Competitive Challenge Documents, which contain the requirements in relation to the technical and financial proposals, without additional cost.

The person duly authorized under a notarized special power of attorney executed by a PSP to purchase the IPSP must present to the JVSC his authorization from a PSP and must provide an electronic mail address where all correspondence of the BCDA to the PSP shall be sent. Upon receipt of payment, the PSP will be issued an official receipt and given copies of the IPSP.

#### 4.7 Queries and Supplemental Notices

All parties who purchase the IPSP may send any queries on any aspect of these documents in writing by personal delivery or electronic mail to BCDA at the following address and e-mail address:

**The Chairperson**  
**JVSC for the Bonifacio Capital District Mixed-Use 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  
 E-mail: [jvsc\\_bcd-mud@bcda.gov.ph](mailto:jvsc_bcd-mud@bcda.gov.ph)

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Telephone: (02) 8575-1700

#### 4.8 Ownership of Documents

All documents submitted in response to the IPSP, including Eligibility Documents and their attachments, shall become the property of BCDA, and any information obtained by BCDA from such documents may be reasonably used by BCDA subject to the confidentiality clause in Section 4.11.

#### 4.9 Language and Foreign Documents

- (a) The Eligibility Documents and all submissions to JVSC shall be prepared and written in the English language. Any document written in a foreign language shall be accompanied by an English translation and authenticated by a Philippine consular official. The authentication of such documents should follow the authentication rules of the relevant Philippine consular office. In case of conflict, the English translation shall prevail.
- (b) All documents issued by foreign authorities and any and all documents executed outside of the Philippines, which are required to be notarized, shall be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue or execution.
- (c) If the document was issued by a foreign authority, the PSP must also submit a certified true copy of such document issued by the same authority, in addition to the authentication by the relevant Philippine consular official.
- (d) For purposes of determining the eligibility of the PSP, the JVSC will accept foreign documents that are not yet notarized and/or authenticated but shall be subject to compliance with the following conditions:
  - (1) the photocopy of the foreign document must be submitted to the JVSC, together with proof that such foreign document had been submitted to and received by the relevant Philippine consulate;
  - (2) the notarized and/or authenticated foreign document must be submitted to the JVSC no later than the Proposals Submission Date;
  - (3) the notarized and/or authenticated foreign document submitted to the JVSC must be identical to the photocopy of the foreign document previously submitted by the PSP; and
  - (4) the foreign document must be listed in **Annex-EPP1**.
- (e) If a PSP undertakes to submit notarized and/or authenticated documents no later than the Proposal Submission Date, it may be provisionally qualified if, based on the Eligibility Documents it submits on the Eligibility Documents Submission Date, it meets all of the Eligibility Requirements enumerated under Section 5 of this IPSP: Volume 1— Eligibility Documents. As a Provisionally-Eligible PSP, it shall be allowed to obtain the IPSP: Volume 2— Competitive Challenge Documents. However, a Provisionally-Eligible PSP shall be automatically disqualified if:
  - (1) it fails to submit the notarized and/or authenticated documents within the prescribed period in Section 4.9(d)(2); or
  - (2) there are differences between the contents of the documents submitted on the Eligibility Documents Submission Date and the subsequently notarized and/or authenticated documents.

A Provisionally-Eligible PSP that is disqualified under the above circumstances shall not be entitled to a reimbursement of the purchase costs for the IPSP.

- (f) In foreign countries where there is no Philippine embassy/consulate, the document issued or executed therein may be notarized by a notary public in the said foreign country

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and then legalized by the relevant department in the foreign country's Ministry of Foreign Affairs, who must also state in the same document that there is no Philippine embassy/consulate in that foreign country.

#### 4.10 Pre-Eligibility Conference

The JVSC shall conduct a Pre-Eligibility Conference to further clarify the IPSP and to answer any additional questions from interested parties and PSPs.

In case of face-to-face meeting and conference, the venue shall be the BCDA Office at the Bonifacio Global City as indicated below.

Date:	07 June 2024
Time:	10 a.m.
Location:	BCDA Corporate Center, 2/F Bonifacio Technology Center, 31 <sup>st</sup> Street corner 2 <sup>nd</sup> Avenue, Bonifacio Global City, Taguig City

#### 4.11 Confidentiality

The IPSP and any BCDA-Supplied Information are made available to PSPs only in connection with the Project and may not be disclosed or used other than for the purposes of the PSP preparing the Eligibility Documents. Information relating to the examination, clarification, evaluation, and comparison of Eligibility Documents shall not be disclosed to any of the PSPs or other persons not officially involved in the Bidding Process; provided that the BCDA, through the JVSC, shall not have the obligation to keep any information submitted by a PSP confidential after the award of the Project.

By accepting the IPSP and other BCDA Supplied Information, each PSP warrants that:

- (i) it has not relied and will not rely upon any of BCDA Supplied Information as being proper, accurate, adequate, suitable or complete for any purpose;
- (ii) it will make its own independent evaluation, inspection, and investigation of all BCDA-Supplied Information and will fully satisfy itself as to any matter or thing disclosed by any BCDA-Supplied Information in connection with the Project, including (but not limited to) the accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, geotechnical investigations, opinions, recommendations, findings, summaries, design or other information; and
- (iii) it will not rely upon (or allow any other person assisting or advising it to rely upon) the BCDA-Supplied Information in connection with any aspect of the Bidding Process or the Project until it has satisfied itself as to the accuracy, adequacy, suitability and completeness of the Information.

#### 4.12 Acceptance of Criteria and Waiver of Rights to Enjoin Project

By submitting the Eligibility Documents, particularly the Acceptance of Criteria and Waiver of Rights to Enjoin Activity form in Annex EPF-6, a PSP unequivocally accepts the Eligibility Requirements established by the JVSC of the BCDA and irrevocably waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order, or any other similar remedy or course of action intended to have similar effect, in any jurisdiction, against BCDA or the JVSC to prevent or restrain the holding of pre-selection proceedings, the holding of a Bidding, or the implementation of the awarded contract.

### 5. Eligibility Requirements

#### 5.1. Legal Capacity Requirements

- 5.1.1 The following entities shall be eligible to participate in the Competitive Challenge Process:

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- (a) Partnerships;
- (b) Corporations; or
- (c) A Consortium.

The PSP must meet the nationality and ownership requirements under the Constitution and other applicable laws and issuances in relation to the Project.

5.1.2 If the PSP is a partnership, it must be registered with the SEC and at least sixty percent (60%) of the interest in the partnership must belong to citizens of the Philippines. If the PSP is a corporation, it must be registered with the SEC and at least sixty percent (60%) of the total number of outstanding shares of stock entitled to vote and the total number of outstanding capital stock belong to citizens of the Philippines. The PSP must certify that it, its Affiliates, and Contractors whose projects and experience are being submitted as evidence of fulfillment of the Technical Capability Requirements or Financial Capability Requirements, have no Unsatisfactory Performance Record.

5.1.3 If the PSP is a Consortium:

- (a) its members who are partnerships or corporations or other legal persons must be registered with the SEC. If a foreign partnership or corporation or other legal person, such member must be registered with the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for creation or recognition of its juridical personality or capacity; and
- (b) its members who are sole proprietorships must be registered with the DTI. If a foreign sole proprietorship, such member must be registered with the appropriate government agency equivalent to the DTI in the foreign country where the foreign sole proprietorship was registered for creation or recognition of its personality or capacity.

Each Consortium Member must certify that it, its Affiliates, and Contractors whose projects and experience are being submitted as evidence of fulfillment of the Technical Capability Requirements or Financial Capability Requirements have no Unsatisfactory Performance Record.

5.1.4 If a PSP that is a partnership or a corporation becomes the Winning PSP, it may incorporate a Special Purpose Company (SPC) which shall either sign and execute, or accede to the JV Agreement, provided that 100% of the outstanding capital stock of the SPC will be owned by the Winning PSP and the PSP will guarantee the obligations of the SPC under the JV Agreement.

5.1.5 If the PSP that is a Consortium becomes the Winning PSP, it shall cause the incorporation of an SPC, which shall either sign and execute, or accede to the JV Agreement; provided that at least sixty percent (60%) of the total number of the SPC's outstanding shares of stock entitled to vote in the election of directors and the total number of the SPC's outstanding capital stock belong to citizens of the Philippines. In the incorporation of such SPC, the Consortium Members shall ensure that the SPC shall benefit from and maintain the qualifications and experience of the Consortium which were used as basis for the eligibility and award of the Project to the PSP that is a Consortium.

## 5.2 Technical Capability Requirements

### 5.2.1 Development Experience

- (a) The Development Experience Requirement may be fulfilled by the PSP, a Consortium Member or their Affiliates. Each entity nominated to fulfill the



Development Experience Requirement must have at least 15 years of life as a corporation and 15 years of experience in real estate development. The PSP or the nominated entity/ies must have successfully developed, operated and managed the following:

- a. a four (4) star hotel (as certified by the Philippine Department of Tourism)

A Certified True Copy of the DOT Certificate shall be submitted as an attachment to Annex EPF-9

- b. a Grade A office building (at least 50,000 square meters gross leasable area (GLA))

A Certified True Copy of the Project Completion Certificate for an office building with at least a 50,000 GLA shall be submitted as an attachment to Annex EPF-9

- c. a regional mall (at least 100,000 square meters GFA); and

A Certified True Copy of the Project Completion Certificate shall be submitted as an attachment to Annex EPF-9

- d. a luxury or high-end residential (with selling price of at least Php200,000.00 per square meter)

A Certified True Copy of proof of Completed Sale (Contract to Sell or Deed of Absolute Sale) shall be submitted as an attachment to Annex EPF-9

- (b) The PSP must have completed a similar or related project to the Project costing at least seventy-five percent (75%) of **Php30,000,000,000.00 (the Minimum Investment Commitment) or PhP 22,500,000,000.00**. The relevant period of the similar or related project shall be within the last fifteen (15) years from the date of posting of the IAESP.

The costs for construction and development of **Bonifacio Capital District Mixed-Use Development** shall be funded or financed by the JV Partner through debt-to-equity contributions to the JV at a ratio of not lower than 80:20.

- (c) Each entity whose completed projects are being submitted to fulfill the Development Experience Requirement, whether the PSP, a Consortium Member, or any of their Affiliates must certify that they have no Unsatisfactory Performance Record.

### 5.3 Financial Capability Requirements

5.3.1 The PSP (or in case of a consortium, any member thereof) 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 its audited cash bank balance as of 2023, or a valid credit line facility from a universal/commercial bank, the amount of which shall be at least **PESOS: Thirty Billion Pesos (PhP30,000,000,000.00)**.

- (a) To be eligible to bid for the Project, the PSP or a related entity as described below, must meet the following:

- (1) A minimum Net Worth equivalent to at least **PESOS: One Hundred Billion Pesos (PhP100,000,000,000.00)** or its equivalent as of its audited financial statements which must be dated not earlier than December 31, 2023; and

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- (2) A notarized statement/certification from an Acceptable Bank attesting that the nominated entity is banking with them, is in good financial standing, and is qualified to obtain credit line from such bank/s to finance the Project.
- (b) The entity which fulfills this requirement may be:
- (1) If the PSP is a partnership or corporation:
- i. The PSP itself; or
  - ii. An Affiliate of the PSP.
- (2) If the PSP is a Consortium:
- i. The Lead Member of the Consortium; or
  - ii. An Affiliate of the Lead Member of the Consortium.
- (c) The PSP shall be allowed to nominate only a single entity to meet the Financial Capability Requirement, which entity must meet both the requirements in Section 5.3.1(a) alone.
- (d) The entity being submitted to fulfill the Financial Capability Requirement must certify that it has no Unsatisfactory Performance Record.

## 6. Eligibility Documents

On the Eligibility Documents Submission Date, the PSP must submit its application to be declared as an Eligible PSP. It shall consist of the following Eligibility Documents enumerated in this Section 6, using the relevant forms in the Annexes.

### 6.1 Legal Capacity Documents

- 6.1.1 Notarized Application to be Declared Eligible and to submit Bid (using the form in **Annex EPF-1**) to be submitted by the PSP.
- 6.1.2 For partnership, corporations or other juridical entities, Notarized Authority to Apply to be Declared Eligible and Bid and Designation of Authorized Representative (using the form prescribed in **Annex EPF-2A**) to be submitted by PSP.

For Consortia, Consortium Member's Notarized Authority to Participate in the Consortium and Apply to be Declared Eligible and to Submit Bid, and Designation of Lead Member and Authorized Representative of Consortium (using the form prescribed in **Annex EPF-2B**).

- 6.1.3 Business Structure (using the form in **Annex EPF-3A** for partnerships, corporations or any other juridical entity, or in **Annex EPF-3B** for Consortia). The Business Structure must also indicate the entities that fulfill the Technical Capability and Financial Capability Requirements in Sections 5.2 and 5.3; and any Affiliates of these entities whose projects, experiences, or financial qualifications are being submitted to comply with the Eligibility Requirements.

Further, if the PSP is a Consortium, the Business Structure must show the Lead Member and all Consortium Members, such that the sum total of the percentage interest of all Consortium Members must add up to one hundred percent (100%). Further, it must also submit a Consortium Agreement using the form in **Annex EPF-3C**.

- 6.1.4 Basic Information Sheet (using the form in **Annex EPF-4**) to be submitted by all entities listed in all sections of the Business Structure.

(a) Required attachments:

- (1) Certified true copy of its latest **General Information Sheet**, stamped "received" by the SEC or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity.

The certification may come from either the SEC or its equivalent in a foreign country, the entity's corporate secretary, or any officer of the entity duly authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue.

If in a particular foreign jurisdiction there is no document equivalent to the GIS, an officer of the entity registered in such foreign jurisdiction may instead submit a notarized certification stating that there is no document equivalent to the GIS in the foreign country where it is registered. The notarized certification should also provide the information required under the GIS.

- (2) Certified True Copy of **SEC Certificate of Incorporation**, or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The SEC Certificate of Incorporation or the equivalent document for a foreign entity must be certified by the SEC, its equivalent in a foreign country, or the entity's corporate secretary, or any officer of the entity duly authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue. If in a particular foreign jurisdiction the Certificate of Incorporation is issued by the registrar of the corporation, then the JVSC will accept a certified true copy of the Certificate of Incorporation issued by the registrar of the corporation.
- (3) Certified true copy of the **latest Articles of Incorporation** or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The Articles of Incorporation or the equivalent document for a foreign entity may be certified either by the SEC, its equivalent in a foreign country, or the entity's corporate secretary, or any officer of the entity duly-authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue.
- (4) Certified true copy of the **latest By-Laws** or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The By-Laws or the equivalent document for a foreign entity may be certified either by the SEC, its equivalent in a foreign country, or the entity's corporate secretary, or any officer of the entity duly authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue.

If an officer other than the Corporate Secretary certifies the General Information Sheet, Certificate of Incorporation, Articles of Incorporation or By-Laws, a notarized





certification authorizing such officer to certify the aforementioned documents must be submitted.

- 6.1.5 A Notarized **Certification of Absence of Unsatisfactory Performance Record** (using the form in **Annex EPF-5**) to be submitted by all entities listed in all sections of the Business Structure.
- 6.1.6 A Notarized **Acceptance of Criteria and Waiver of Rights to Enjoin Activity** (using the form in **Annex EPF-6A** for partnerships, corporations or any other juridical entity, or in **Annex EPF-6B** for Consortia).
- 6.1.7 An **Authorization Letter** (using the form in **Annex EPF-7A** for partnerships, corporations or any other juridical entity, or in **Annex EPF-7B** for Consortia).
- 6.1.8 A Notarized **Certification Relating to Eligibility Documents** (using the form in **Annex EPF-8**).

## 6.2 Technical Capability Documents

- 6.2.1 Development Experience Requirement (using the form in **Annex EPF-9**) to be submitted by the entity or entities that fulfill the Development Experience Requirement in Section 5.2.1, as identified in the Business Structure.

(a) Required attachments:

- (1) Notarized Certificate of Project Completion from the project's owner, or an entity authorized to issue such certificate on behalf of the project's owner. A copy of the original Certificate of Project Completion will be accepted, provided that it is accompanied by a notarized certification issued by the relevant officer of the project owner or the relevant officer of the Developer that such copy is a true and faithful reproduction of the original Certificate of Project Completion.
- (2) If the project was completed by an Affiliate of the entity which fulfills the Development Experience Requirement, evidence of such affiliation.

- 6.2.2 Statement of Willingness to Participate In, and Capacity to Undertake the Development (using the form in **Annex EPF-10**) to be submitted by the Consortium Member designated as the Lead Company, and each member of the Consortium proposed by the PSP to meet the Development Experience Requirement.

## 6.3 Financial Capability Documents

- 6.3.1 Notarized Statement of Financial Capability (using the form in **Annex EPF-11**) to be submitted by the entity that fulfills the Financial Capability Requirement as identified in the Business Structure.

(a) Required attachments:

- (1) Certified true copy of latest audited financial statements as of December 31, 2023, manually or electronically "Received" by the BIR or for foreign entities, the appropriate government agency equivalent to the BIR in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The certified true copy of the latest audited financial statements may be issued by the relevant officer of the entity that fulfills the Financial Capability Requirements. However, such certified true copy must be manually or electronically "received" by the BIR (or the equivalent agency in the case of the foreign entity).

Alternatively, if the entity proposed to comply with the Financial Capability Requirements has made a deposit equivalent to the minimum equity required to be

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set aside or earmarked for the Project, a certification from the relevant bank that such a deposit has been made.

- (2) Notarized statement or certification from an Acceptable Bank attesting that the nominated entity is banking with them, is in good financial standing, and is qualified to obtain credit accommodations from such banks to finance the Project.

## 7. One PSP, One Submission

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

To ensure a level playing field and a competitive Bidding Process, there are restrictions on the extent of affiliation and ownership between PSPs and members of different Consortia. These are described in greater detail in Section 20.

## 8. Format and Signing of Eligibility Documents

- 8.1. PSPs shall submit their Eligibility Documents through their duly authorized representative on or before the Eligibility Documents Submission Date.
- 8.2. The Eligibility Documents shall be signed/initialed, on each and every page thereof, by the duly authorized representative/s of the PSP.
- 8.3. The Eligibility Documents must be printed in standard A4 paper and bound together in ring binders or folders of appropriate size. Documents must be paginated and text must be at least font size twelve (12). The requirements relating to paper and font size shall only apply to prescribed forms provided in this IPSP: Volume 1 — Eligibility Documents and to any other documents, which may be reasonably made to comply with these requirements.
- 8.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the PSP.

## 9. Sealing and Marking of Eligibility Document

- 9.1. Each PSP shall submit one (1) original and one (1) copy of its Eligibility Documents.
- 9.2. PSPs shall enclose their original Eligibility Documents described in Section 6, in a sealed envelope marked as **“ORIGINAL — ELIGIBILITY DOCUMENTS”** for the original set and **“COPY — ELIGIBILITY DOCUMENTS”** for the copy set. The words **“ORIGINAL — ELIGIBILITY DOCUMENTS”** and **“COPY — ELIGIBILITY DOCUMENTS”** shall be typed or written in indelible ink and shall be signed by the PSP's duly authorized representative. The envelopes containing the original and the copies shall then be enclosed in one single envelope or box.
- 9.3. The PSP shall also submit five (5) clear electronic or scan copies of the Eligibility Documents in USBs. The electronic copies of the Eligibility Documents must be in Portable Document Format (PDF) files arranged in exactly the same sequence as those of the original set of Eligibility Documents. Where practicable, the PSP shall also provide searchable PDF copies of its Eligibility Documents. The USBs must be placed in a sealed envelope and marked **“ELECTRONIC COPY — ELIGIBILITY DOCUMENTS”**, and such envelope shall be placed in the envelope or box together with the original set.
- 9.4. All envelopes shall be labeled as follows:

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- (a) marked in accordance with Section 9.2 above;
- (b) addressed to the BCDA: JVSC-Bonifacio Capital District Mixed-Use Development:

**ELVIRA V. ESTANISLAO**  
Chairperson  
JVSC Bonifacio Capital District Mixed-Use Development  
Bases Conversion and Development Authority  
2/F Bonifacio Technology Center, 31<sup>st</sup> Street, corner 2<sup>nd</sup> Avenue  
Bonifacio Global City, Taguig City

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

**BONIFACIO CAPITAL DISTRICT  
MIXED-USE DEVELOPMENT**

- (d) bear the name and address of the PSP in capital letters;
- (e) bear a warning "**DO NOT OPEN BEFORE 2:00 PM / 28 JUNE 2024**" the time and date for the opening of Eligibility Documents.

9.5 If the Eligibility Documents are not sealed and marked as required, BCDA will assume no responsibility for its misplacement or premature opening.

#### 10. Eligibility Documents Submission Date

Eligibility Documents must be received by the BCDA's JVSC on or before **28 JUNE 2024** at **1:00 noon**.

#### 11. Late Submission of Eligibility Documents

Any Eligibility Documents submitted after the Eligibility Documents Submission Date shall be declared "Late" and shall be returned unopened by the BCDA.

#### 12. Modification and Withdrawal of Eligibility Documents

12.1. The PSP may modify its Eligibility Documents after it has been submitted; provided that the modification is received by JVSC prior to the deadline specified in Section 10. The PSP shall not be allowed to retrieve its original Eligibility Documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "**ELIGIBILITY MODIFICATION**," and stamped "received" by the JVSC. Modifications received after the Eligibility Documents Submission Date shall not be considered and shall be returned to the PSP unopened.

12.2. A PSP may, through a letter of withdrawal, withdraw its Eligibility Documents after they have been submitted, for valid and justifiable reasons; provided that the letter of withdrawal is received by BCDA prior to the Eligibility Documents Submission Date.

12.3. Eligibility Documents requested to be withdrawn in accordance with this Section 12 shall be returned unopened to the PSP concerned. A PSP that withdraws its Eligibility Documents shall not be permitted to submit another set, directly or indirectly, for the same Project.

#### 13. Opening and Preliminary Examination of Eligibility Documents

13.1. The JVSC shall open the envelopes containing the Eligibility Documents in the presence of the PSP's representatives who choose to attend the opening of Eligibility Documents at the 2/F BCDA Corporate Center, Bonifacio Technology Center, 31<sup>st</sup>

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Street corner 2nd Avenue, Bonifacio Global City, Taguig City on **28 June 2024 at 2:00 pm**. The PSPs' representatives who are present shall sign a register evidencing their attendance.

- 13.2. Letters of withdrawal shall be read out and recorded during the opening of Eligibility Documents, and the envelope containing the corresponding withdrawn Eligibility Documents shall be returned unopened to the withdrawing PSP. If the withdrawing PSP's representative is present during the opening, the original Eligibility Documents and all copies thereof shall be returned to the representative during the opening of Eligibility Documents. If no representative is present, the Eligibility Documents shall be returned unopened by registered mail.
- 13.3. BCDA, through its JVSC, shall within **fifteen (15) calendar days** after the deadline set for the submission of the Eligibility Documents, complete the evaluation of the Eligibility Documents of the PSPs, and determine which among them are "eligible" and "ineligible." Accordingly, the JVSC shall duly inform the Eligible PSP within **seven (7) calendar days** after the approval of their Eligibility Documents. Ineligible PSPs shall be similarly given notice of such ineligibility, stating therein the grounds for ineligibility within the same period.
- 13.4. Pursuant to the BCDA JV Guidelines on Appeals Mechanism. Decisions of the JVSC may be appealed in writing to the BCDA Board: Provided, however, that the appellant has filed a prior motion for reconsideration and the same has been resolved by the JVSC. The appeal must be filed within seven (7) calendar days from receipt by the appellant of the resolution of the JVSC denying its motion for reconsideration. An appeal may be made by filing a verified position paper with the BCDA Board, accompanied by the payment of a non-refundable appeal fee of **Php 85,000,000.00**.
- The BCDA Board, or its authorized representative, shall act on the appeal within thirty (30)-calendar days. The decision of the BCDA Board, or its authorized representative, on the appeal shall be final and immediately executory. If the appeal is not resolved within said period, the appeal is deemed denied.
- 13.5. The envelopes containing the Eligibility Documents, as well as their modifications, if any, shall be opened one at a time, and the following read out and recorded:
- (a) the name of the PSP;
  - (b) whether there is a modification or substitution; and
  - (c) the presence or absence of each document comprising the Eligibility Documents vis-à-vis a checklist of the required documents.
- 13.6. The eligibility of each PSP shall be determined by examining each of its eligibility requirements or statements against a checklist of requirements, using a non-discretionary "pass/fail" criterion, as stated in this IPSP: Volume 1 — Eligibility Documents, subject to detailed evaluation." If a PSP submits the specific Eligibility Document required, it shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a PSP is rated "passed" for all the eligibility requirements, it shall be considered eligible to participate in the Bidding, and the JVSC shall mark the set of Eligibility Documents of the PSP concerned as "eligible." If a PSP is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the Bidding, and the JVSC shall mark the set of eligibility documents of the PSP concerned as "ineligible." In either case, the JVSC chairperson or his/her duly designated authority shall countersign the markings.

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Within fifteen (15) calendar days from the opening of the eligibility documents, a detailed evaluation on the submitted documents shall be conducted to determine the eligibility or ineligibility of the PSP.

13.7 A PSP may also be disqualified for any of the following reasons:

- a. late submission of the Eligibility Documents or any part thereof;
- b. material or willful misrepresentation in the pre-selection process;
- c. any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice or Restrictive Practice as described in Section 19;
- d. any form of political or other lobbying with respect to the pre-selection process;
- e. illegal conduct or attempt to influence the JVSC's evaluation of the Eligibility Documents or the pre-selection process;
- f. any Conflict of Interest that would give it any unfair advantage in the pre-selection process as described in Section 20;
- g. any Pending Case with BCDA and/or its subsidiaries as described in Section 21; or
- h. failure to comply with any of the terms, conditions and instructions of the IPSP.

13.8 Only Eligible PSPs may obtain the IPSP: Volume 2 — Competitive Challenge Documents for the preparation of technical and financial proposals.

#### 14. Notification of Results of Evaluation of Eligibility Documents

The JVSC shall notify all PSPs as to whether they passed the eligibility stage not later than seven (7) calendar days after the JVSC determines which PSPs are eligible or disqualified. All PSPs that pass the eligibility stage shall be known as Eligible PSPs.

If the PSP proposed more than one Affiliate to fulfill the Development Experience Requirement, the JVSC shall also notify said PSP as to which of the proposed Affiliates were found eligible.

#### 15. Lock-Up Rules during the Bidding Process

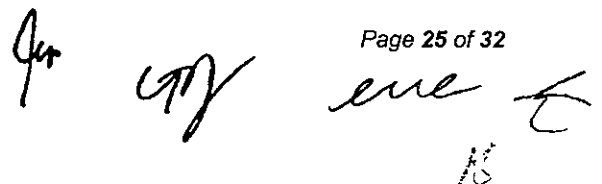
The following rules ("Lock-Up Rules") shall apply from the Eligibility Documents Submission Date until the Proposals Submission Date ("Lock-Up Period"):

##### 15.1. Corporation and Partnership

- 15.1.1. For a PSP that is a corporation, partnership or other legal entity, no restrictions shall be imposed on the ownership structure of such a PSP.
- 15.1.2. However, if a PSP which is a corporation, partnership or other legal entity proposes an Affiliate to meet any of the Eligibility Requirements, the proposed Affiliate must remain as such in accordance with the criteria for Affiliates as provided in Section 5.

##### 15.2. Consortium

- 15.2.1 A Consortium Member, except for the Lead Member, may leave the Consortium and not be replaced by any other entity ("**Withdrawal**"), subject to the following conditions and compliance with the requirements of Section 15.2.4:
  - (a) A Consortium Member proposed to meet the Technical Capability Requirements cannot Withdraw from the Consortium, except in the event of a Substitution as provided in Section 15.2.2 below.
  - (b) Withdrawing Consortium Members cannot join any other PSP that has been determined to be eligible to bid for the Project.
- 15.2.2 A Consortium Member, except for the Lead Member, may be replaced by another entity not previously identified in the Consortium's Business Structure under Annex

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**EPF-3B ("Substitution")**, subject to the following conditions and compliance with the requirements of Section 15.2.4:

- (c) If the Consortium Member leaving the Consortium is the only entity that is proposed to meet a particular Technical Capability Requirement, then the substitute should meet the particular Technical Capability Requirement that such Consortium Member was proposed to meet and the Legal Capacity Requirements.
- (d) The substitute should not be a Consortium Member (or an Affiliate of such entities) identified in the Business Structure of another Eligible Private Proponent.

15.2.3 A Consortium Member may increase or reduce its committed percentage equity interest in the Consortium, subject to the following conditions and compliance with the requirements of Section 15.2.4.

Any Consortium Member can increase or reduce its committed percentage equity interest in the Consortium as specified in Business Structure, provided that, the Consortium Member fulfilling the Financial Capability Requirement shall not be allowed to reduce its committed percentage equity interest in the Consortium to a level below the minimum required.

15.2.4 In the event of a Withdrawal, Substitution, or change in equity interest in a Consortium, the following requirements must be met:

- (a) The Lead Member must always own the highest percentage interest in the Consortium.
- (b) No Consortium Member, on its own or together with its Affiliates, shall own a greater percentage interest in the Consortium than the Lead Member, on its own or together with its Affiliates.
- (c) Any change in the composition of the Consortium or its ownership structure must be approved by the JVSC.
- (d) An application reflecting such change must be submitted to the JVSC no later than seven (7) calendar days before the Proposals Submission Date. Together with its application, the PSP should submit the relevant Eligibility Documents revised to reflect the proposed changes. The proposed changes shall only be approved if the PSP complies with all of the Eligibility Requirements, and if such change does not delay the submission of proposals on the Proposals Submission Date.
- (e) In the event of a Withdrawal, the PSP must inform the JVSC in writing, and in accordance with Section 15.2.1 on or prior to the Proposals Submission Date.
- (f) If the proposed Consortium composition change is not approved by the JVSC, in the JVSC's discretion, the applying PSP may revert to the original Consortium composition or proposed Consortium ownership structure, as provided in its Eligibility Documents.

15.2.5 No change in Control or the Lead Member of a Consortium shall be permitted without the prior written approval of the JVSC.

### 15.3 Additional Consortium Members

15.3.1 Other than in connection with a Withdrawal or Substitution as provided in Section 15.2 above, in the event that any Consortium adds additional Consortium Members,

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an application reflecting such change must be submitted to the JVSC no later than seven (7) calendar days before the Proposals Submission Date. Together with its application, the PSP shall submit the relevant Eligibility Documents revised to reflect the proposed changes. The proposed changes shall only be approved if the PSP complies with all of the Eligibility Requirements and the other terms and conditions in this IPSP: Volume 1 — Eligibility Documents, and if such change does not delay the submission of the proposals on the Proposals Submission Date.

#### 15.4 Consequence of Violation of Lock-Up Rules

Any violation of the Lock-Up Rules shall be a ground for disqualification.

#### 16. Failure of Bidding

The JVSC may declare failure of Bidding when:

- a. No Tender Documents are received from PSPs; or
- b. No Eligible PSP/s is/are able to comply with the technical and/or financial requirements

In which case, the JVSC will award the contract to the Original Proponent.

#### 17. Right to Waive Minor Defects in the Eligibility Documents

The BCDA reserves the right to waive any minor defects in the Eligibility Documents of any PSP.

#### 18. General Conditions and Prohibitions

By submitting Eligibility Documents and participating in the Pre-Selection Process, the PSP acknowledges and agrees that:

- a. it, including all Consortium Members, including their Affiliates, and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the entirety of the Bidding Process;
- b. it, including all Consortium Members, including their Affiliates, and their respective officers, employees, agents, and advisers will not engage in any form of political or lobbying with respect to the Project or attempt to influence the outcome of the Project;
- c. it accepts all the terms and conditions of the Eligibility Documents; and
- d. the JVSC has the right to amend, revise, modify or clarify any of the Eligibility Documents at any time.

#### 19. Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice and Restrictive Practice

The following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“Corrupt Practice”** means any behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the Bidding or in contract execution; this also includes similar acts punishable under the Anti-Graft and Corrupt Practices Act (Republic Act No. 3019);
- b. **“Fraud”** means a misrepresentation of facts in order to influence the Bidding to the detriment of the government, and includes collusive practices among PSPs (prior to or after bid submission) designed to establish financial offers or prices at artificial, non-competitive levels and to deprive the government of the benefits of a free, transparent and open competition;
- c. **“Collusion”** means a scheme or arrangement between two or more PSPs, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels;

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- d. **“Coercion”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the JV Agreement;
- e. **“Undesirable Practice”** means (i) establishing contact with any person connected with, employed or engaged by BCDA or any member of the JVSC with the objective of canvassing, lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process, the evaluation of Eligibility Documents or proposals, or the implementation of the JV Agreement; and
- f. **“Restrictive Practice”** means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among PSPs or Consortium Members with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

Aside from being disqualified from the Bidding, any person found to be engaging in any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice or Restrictive Practice shall incur civil and criminal liability under the applicable laws and regulations and shall be prohibited from participating in any bidding conducted by BCDA.

## 20. Conflict of Interest

PSPs, Consortium Members, including their Affiliates in the Project, must not have any Conflicts of Interest. Any of the following will be considered a **“Conflict of Interest”**:

- a. A PSP, any of its Consortium Members, or any of their Affiliates (of either a PSP or any of its Consortium Members) is a member of another Consortium, or an Affiliate of a member of another Consortium.
- b. A PSP, any Consortium Member (if the PSP is a Consortium), or any of their Affiliates (of either a PSP or of the Consortium Member) has ownership interest of twenty percent (20%) or more in any other PSP, any Consortium Member of any other PSP, or any of its Affiliates that is nominated to fulfill any of the Eligibility Requirements.
- c. A member of the board of directors, partner, officer, employee, or agent of a PSP, any Consortium Member (if the PSP is a Consortium), or any of their Affiliates, who is directly involved in any capacity related to the Bidding Process of such PSP, any Consortium Member (if the PSP is a Consortium), or any of their Affiliates is also directly involved in any capacity related to the Bidding Process for the Project for another PSP, any Consortium Member of another PSP, or any of their Affiliates.

The phrase **“directly involved in any capacity”** shall refer to actual participation in the deliberations and/or decision-making for the bidding process of the PSP or access to the documents related thereto, that would give the director, partner, officer, employee, or agent knowledge or information regarding the bid of such PSP, including the act of voting on any matter related to the Bidding Process of two or more PSPs, such as but not limited to the approval of the relevant entity’s participation in the Bidding.

The same conflict of interest arises for consulting firms acting as professional advisors, Consortium Member, in each case, to the extent such entities are engaged by more than one PSP in any capacity related to the Bidding Process, unless said entity/ies, or professional advisor discloses such fact in writing to each relevant PSP, submits a Conflict Management Plan to such PSPs and submits to BCDA a written consent from each such PSP stating that such PSP has been notified of the potential conflict of interest, has reviewed and approved the Conflict Management Plan prepared by such entity/ies or professional adviser and the parties consent to such entity/ies or professional adviser’s engagement by the other relevant PSP.

Each affected PSP must secure the written consent of BCDA stating that the Conflict Management Plan is sufficient prior to proposing or nominating such Consortium

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Member in its Eligibility Documents or seeking professional advisory services from said professional advisor.

21. **No Pending Case.** The PSP (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 and/or its subsidiaries. Otherwise, it shall be disqualified from participating in the bidding for the Project.

22. **Right to Outbid**

22.1 Pursuant to Section 6.12 (k) of the BCDA JV Guidelines, the Original Proponent is given the right to outbid the Eligible PSP that has submitted the Best Proposal if the BCDA determines that the offer of the Eligible PSP is superior or more advantageous to the Government than the Original Proposal.

22.1 The Original Proponent shall be given the right to outbid the Best Proposal within seven (7) calendar days from the receipt of the notification from BCDA of the results of the Bidding. The Original Proponent's right to outbid shall be exercised by submitting an offer that is, at least Nine Hundred Million Pesos and 00/100 (Php900,000,000.00) higher than the Best Proposal. The Original Proposal's better offer shall be contained in one (1) original letter using the Outbidding Form attached hereto, and placed in a sealed envelope and labeled as follows:

22.3 Label of the Outbid Letter:

- a. marked as "EXERCISE OF RIGHT TO OUTBID"
- b. addressed to the JVSC-Bonifacio Capital District-Mixed-Use Development

**ELVIRA V. ESTANISLAO**

Chairperson

JVSC - Bonifacio Capital District - Mixed-Use Development

Bases Conversion and Development Authority

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

Bonifacio Global City, Taguig City

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

**BONIFACIO CAPITAL DISTRICT - MIXED-USE DEVELOPMENT**

- d. bear the name and the address of the Original Proponent in capital letters.

22.4 In the event that the Original Proponent fails to submit a better offer within the prescribed period, the Project shall be awarded to the PSP that has submitted the Best Proposal.

22.5 If the Original Proponent submits a better offer than that of the PSP that has submitted the Best Proposal, the Project shall be awarded to the Original Proponent.

23. **Award and Approval of Contract**

23.1 After the JVSC determines who between the PSP that has submitted the Best Proposal or the Original Proponent has submitted a better offer, the JVSC shall recommend the award of contract to the proponent with a better offer, making it the Winning PSP.

23.2 The memorandum of the JVSC recommending the award shall contain its recommendation, the minutes of negotiation meetings duly signed by its members and the JVSC evaluation/assessment report of the proposal explaining in clear terms the basis of such recommendation.

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- 23.3 Within a period not exceeding seven (7) calendar days from the approval of the JVSC recommendation, the award shall be manifested by the BCDA signing and issuing the Notice of Award to the Winning PSP.
- 23.4 The Notice of Award to be issued shall contain, among others, an instruction to the Winning PSP to comply with conditions precedent for the execution of the JV Agreement within seven (7) calendar days from receipt of the Notice of Award. These documents include:
- a. Notice of Award signed by the authorized representative of the Winning PSP;
  - b. In case the JV Agreement will be signed by a wholly-owned special purpose corporation of the Winning PSP:
    - (i) evidence of the incorporation of such special purpose corporation consisting of certified true copies issued by the SEC of the Certificate of Incorporation, Articles of Incorporation and By-Laws of the special purpose corporation and the latest General Information Sheet and photocopy of the page(s) showing entries in the special purpose corporation's stock and transfer book, certified true copy by its corporate secretary, wherein the shareholders of the special purpose corporation is the Winning PSP; and
    - (ii) the original copy of the signed parent company guarantee using the form attached to the JV Agreement;
  - c. Certified true copy of the **latest Tax Clearance Certificate (TCC)**, issued by the appropriate office of the BIR, pursuant to Executive Order No. 398 (series of 2005) as implemented by Revenue Regulations Nos. 1-2016 and 8-2016, certified by a notary public or the relevant entity's chief financial officer as a true copy of the original, is to be submitted by the PSP, or in the case of a Consortium, to be submitted by each Consortium Member. For non-resident corporations not doing business in the Philippines and not able to obtain a TCC, PSPs must submit, in lieu of a TCC, a Delinquency Verification Certificate issued by the appropriate office in the BIR, certified by a notary public or the relevant entity's chief financial officer as a true copy of the original, and a sworn statement, signed by the relevant officer of the PSP or Consortium Member, attesting to the fact that it is not doing business nor subject to any form of tax in the Philippines.
  - d. Certified true copies issued by the authorized officer of the Winning PSP, of the duly notarized resolutions adopted by the board of directors of the Winning PSP: (a) attesting that the Winning PSP conducted an organizational meeting of its stockholders and elected its regular board of directors and corporate officers and (b) authorizing the execution, delivery and performance of the JV Agreement and the Parent Company Guarantee (if applicable);
  - e. Posting of a Performance Security in favor of BCDA to replace the Proposal/Bid Security.
- 23.5 Failure to duly submit the requirements under this Section or a finding by the JVSC that the requirements submitted are false shall be grounds for the forfeiture of the Proposal Security described in Volume II: Technical and Financial Proposal and the withdrawal of the Notice of Award.

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**24. Next Best Complying Bid**

- 24.1 In the event that the Original Proponent which is issued a Notice of Award does not comply with the requirements of the Notice of Award within the timeframe specified in Section 23.4, or for any reason the Notice of Award is withdrawn due to the fault of the Original Proponent which is issued a Notice of Award, then the Eligible PSP which submits the Best Proposal shall be issued a Notice of Award, and shall comply with the requirements set forth under Section 23.4
- 24.2 If the PSP that is issued a Notice of Award does not comply with the Post-Award Requirements within the timeframe specified in the Section 23.4, or the Notice of Award is withdrawn due to the fault of the PSP with the Best Proposal, then the PSP with the next complying Financial Proposal Amount shall be declared the new PSP with the Best Proposal and the Original Proponent shall be given the right to outbid the Best Proposal following the procedure under Section 22.
- 24.2.1 The foregoing process may again be repeated with the third best complying Proposal and so on.
- 24.2.2 If there is no other Proposal left, then the JVSC shall recommend that the Original Proponent be issued a Notice of Award.

**25. Reservation Clause**

- 25.1 Notwithstanding the post-qualification of a Winning PSP, BCDA reserves the right to review its qualifications at any stage of the Bidding if it has reasonable grounds to believe that a misrepresentation has been made by the said Winning PSP, or that there has been a change in the Winning PSP's capability to undertake this Project from the time it submitted its Tender Documents. Should such review uncover any misrepresentation made in the Tender Documents, statement or documents, or any changes in the situation of the Winning PSP which will affect its capability to undertake the Project so that it fails the requirements indicated in the Tender Documents, the JVSC shall consider the said Winning PSP as ineligible and shall disqualify it from winning the contract.
- 25.2 BCDA reserves the right to reject any and all proposals, declare a failure of Bidding at any time prior to the award of the Project, or not to award the Project, without thereby incurring any liability, and to make no assurance that a contract shall be entered into as a result of the Bidding.
- 25.3 The JVSC may declare failure of Bidding when:
- a. No Tender Documents are received from PSPs; or
  - b. No Eligible PSP/s is/are able to comply with the technical and/or financial requirements.

In the event that the above circumstance occur, then the Contract shall be awarded to the Original Proponent.

**26. Signing of the JV Agreement**

- 26.1 The authorized signatory(ies) of the Winning PSP and BCDA shall execute and sign the JV Agreement upon the PSPs compliance with the conditions precedent to the execution of the JV Agreement as referred to in the Tender Documents and the JV Agreement.

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- 26.2 The following documents shall form part of the Contract:
- a. JV Agreement and its schedules and annexes;
  - b. IPSP;
  - c. Winning PSP's Proposal, including the Eligibility, Technical and Financial Proposals, and all other documents/statements submitted;
  - d. Performance Security
  - e. Notice of Award; and
  - f. Other contract documents that may be required by existing laws.
- 26.3 The refusal, inability or failure of the Winning PSP to enter into a contract with BCDA within the time period provided therefore shall constitute sufficient ground for the annulment of the award and forfeiture of the Proposal/Bid Security.

**27. Performance Security**

- 27.1 To guarantee the faithful performance by the Winning PSP or Original Proponent of its obligations under the JV Agreement, the Winning PSP or Original Proponent shall post a Performance Security within a maximum period of thirty (30) calendar days from the receipt of the Notice of Award from BCDA.
- 27.2 The Performance Security shall be in any of the following:
- a. Cash, check or irrevocable letter of credit of at least two percent (2%) of the PSP's Minimum Investment Commitment pursuant to the JV Agreement;
  - b. Bank Guarantee of at least five percent (5%) of the PSP's Minimum Investment Commitment pursuant to the JV Agreement; or
  - c. Surety Bond of at least ten-percent (10%) of the PSP's Minimum Investment Commitment pursuant to the JV Agreement.

**28. Fixed Annual Payment Security**

To fully secure the Fixed Annual Payments for the Property, the Winning PSP or Original Proponent shall submit to BCDA, not later than three (3) months before the first (1st) anniversary of the signing of the Agreement, a continuing guaranty with a face value equivalent to the Fixed Annual Payments under Section 4.1.a.i.2, in any of the following forms:

- a. Manager's Check or Check (to be issued under the name of BCDA); or
- b. Bank Guaranty or Irrevocable Letter of Credit by a Universal or Commercial Bank acceptable to BCDA.

*For [Signature]*

*ene [Signature]*

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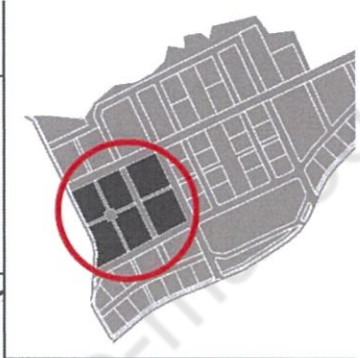
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**ANNEX A: SITE MAP OF THE BONIFACIO CAPITAL DISTRICT - MIXED-USE DEVELOPMENT**

BONIFACIO CAPITAL DISTRICT (BCD)

**LEGEND**

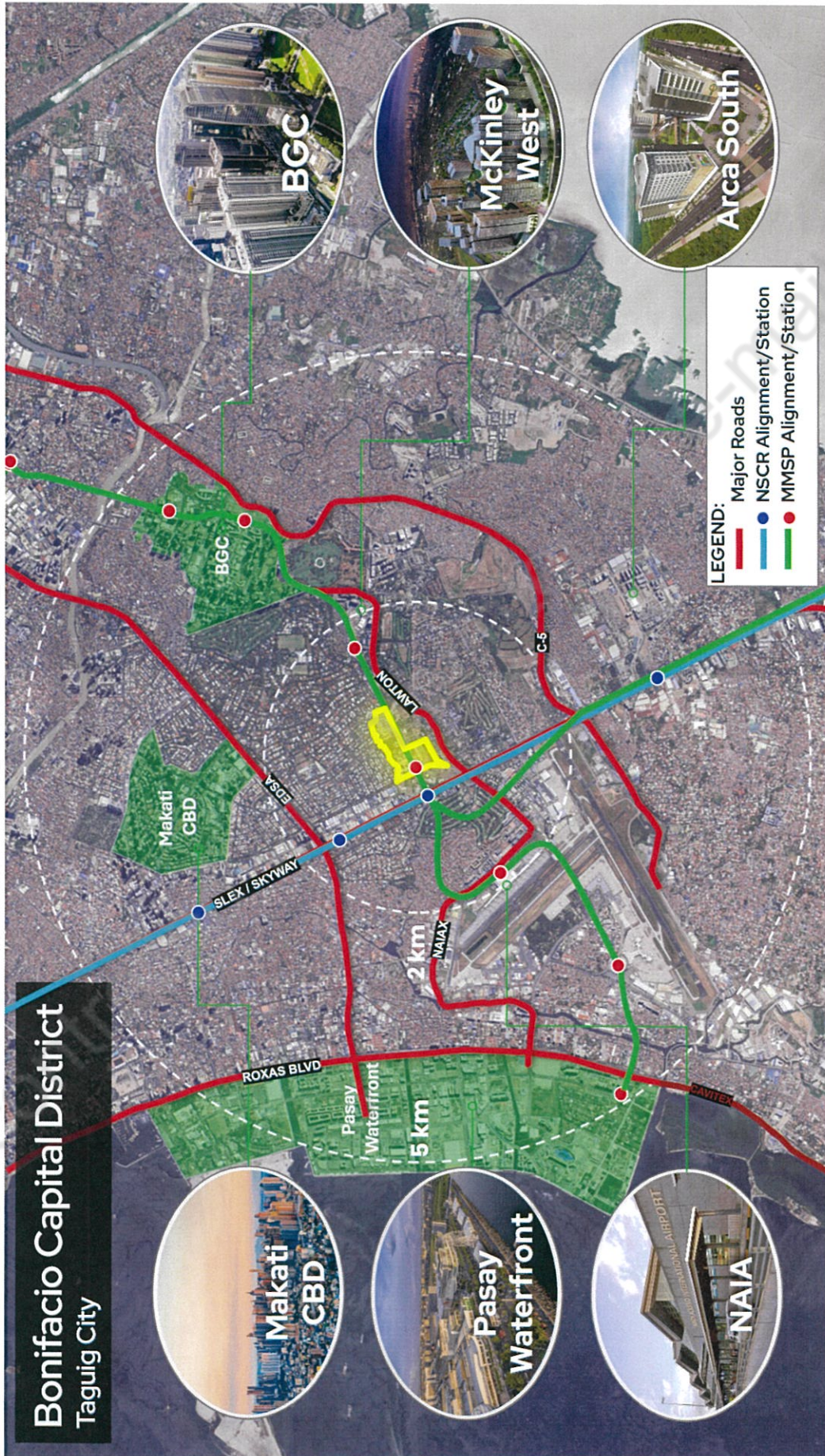
	PROPERTY LINE		7-M EASEMENT
	SUBWAY ALIGNMENT		3-M SETBACK
	TRANSIT ROUTE PROTECTION ZONE		CURB CUT ZONE



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

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**ANNEX B: CERTIFICATE OF SUCCESSFUL NEGOTIATION BETWEEN BASES  
CONVERSION AND DEVELOPMENT AUTHORITY AND ROBINSONS LAND  
CORPORATION WITH CONFERMENT OF ORIGINAL PROPONENT STATUS**

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ROBINSONS LAND CORPORATION

CERTIFIED TRUE COPY

RAUL G. BUENSALIDA  
Chief Administrative Officer  
BCDA Records Office

**CERTIFICATE OF SUCCESSFUL NEGOTIATION**

**WHEREAS**, The Bases Conversion and Development Authority (BCDA), pursuant to RA 7227, as amended, is mandated to accelerate the sound and balanced conversion into alternative productive civilian uses of the former Clark and Subic military reservations and their extension, to raise funds through the sale of portions of Metro Manila camps, and to apply said funds for the conversion and development of the former baseland.

**WHEREAS**, on 13 September 2024, BCDA received from Robinsons Land Corporation (RLC) an unsolicited proposal (Proposal) for an Unincorporated Joint Venture (UJV) to develop a 5.6 hectare portion of the Bonifacio Capital District along Chino Roces Avenue Extension, City of Taguig, Metro Manila into an integrated township which the proponent dubbed as the Bonifacio South Plaza.

**WHEREAS**, the 2017 Guidelines on the Privatization and Disposition of BCDA Properties - Procedures for Entering into Joint Venture Agreements with Private Entities (the BCDA Guidelines) provides that (a) BCDA may select joint venture (JV) partners through either solicited or unsolicited mode and (b) in case of unsolicited proposals, the BCDA and private sector entity (PSE) shall negotiate the terms and conditions of the proposed JV activity.

**WHEREAS**, after evaluation of the Proposal in accordance with Section 6.2 of the BCDA Guidelines, the BCDA Joint Venture Selection Committee (JVSC) for Bonifacio Capital District - Mixed Use Development (BCD-MUD) recommended the acceptance of the Proposal subject to, among other things, the conditions that the said acceptance shall not confer an original proponent status on RLC;

**WHEREAS**, pursuant to Section 6.3 of the BCDA Guidelines, BCDA went into detailed negotiation with RLC; and

**WHEREAS**, this Certification is issued pursuant to Section 6.3 of the BCDA JV Guidelines;

NOW, THEREFORE, for and in consideration of the foregoing, the BCDA through the JVSC-BCD MUD, and RLC have, after successful negotiations, reached an agreement on the purpose, terms and conditions of the JV for the Project, which shall become the terms for the competitive challenge pursuant to Section 6.3 of the BCDA Guidelines. The attached **Term Sheet (Annex A)** reflects the terms and conditions of the activities of the Project.

FURTHER, based on the eligibility documents submitted by RLC and its negotiation with the JVSC-BCD MUD in connection with the Proposal, BCDA has determined that RLC has the required legal, technical and financial capability to undertake the Project. BCDA, therefore, hereby **CONFERS Original Proponent Status (OPS)** to RLC and declares it eligible to enter into the proposed JV activity.

The BCDA and RLC have agreed, pursuant to Section 6.3 of the BCDA JV Guidelines to subject the Proposal for the Project to a competitive challenge, which shall be undertaken in

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accordance with the Instruction to Private Sector Participants. The BCDA shall, thus, commence the activities for the solicitation for comparative proposals with the publication of an **Invitation to Apply for Eligibility and to Submit a Proposal (IAESP)** at least once in a newspaper of general nationwide circulation and its posting continuously at the website of BCDA starting on the date of advertisement. RLC shall, on the first day of publication of the IAESP, post a proposal security in the amount of **One Billion Six Hundred Eighty Million Pesos (Php1,680,000,000.00)**, either in the form of cash or manager's check issued by a universal or commercial bank, foreign or local, licensed and acceptable to the Bangko Sentral ng Pilipinas. The parameters for the Competitive Swiss Challenge is the highest Present Value of the Project.

In case that no PSP has purchased the tender documents nor any comparative proposal is received by the BCDA challenging the original proposal, the JV activity shall be awarded to RLC, subject to Section 6.13 of the BCDA JV Guidelines.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to affix their signatures hereunder on this \_\_\_\_ day of March 2024.


For and on behalf of  
**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

  
**JOSHUA M. BINGCANG**  
President and CEO  
Date:

For and on behalf of  
**ROBINSONS LAND CORPORATION**

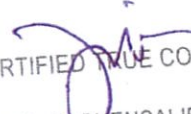
  
**MA. SOCORRO ISABELLE A. GOBIO**  
Senior Vice President/Business Unit General  
Manager  
Date:

Witness:

  
**ELVIRA V. ESTANISLAO**  
JVSC-BCD MUC Chairperson

Witness:

  
**BARBARA L. ANDAL**  
Vice President

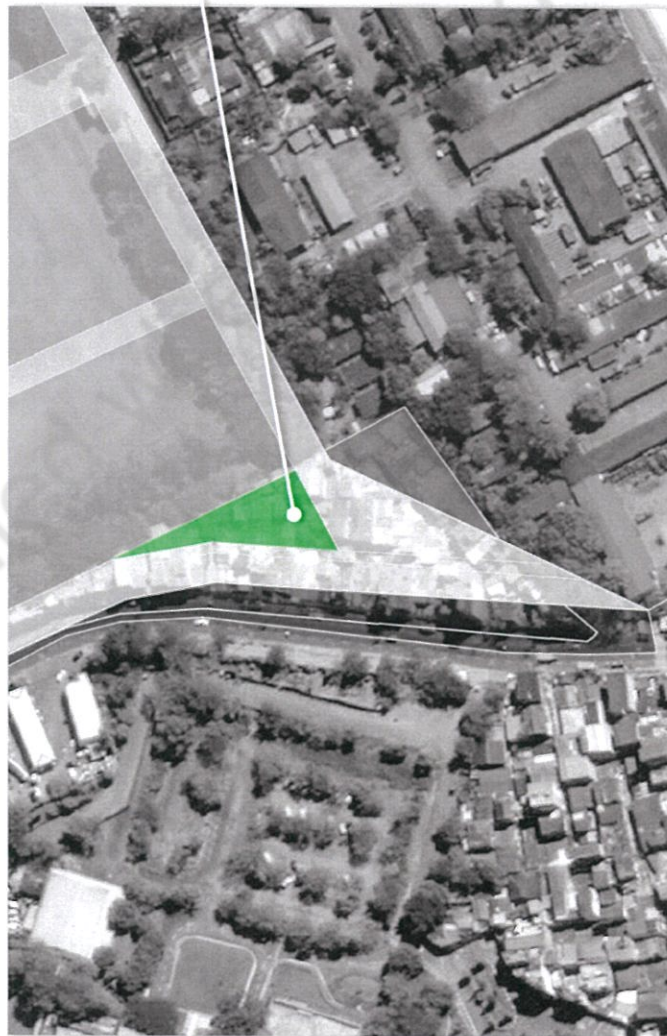
  
CERTIFIED TRUE COPY  
RAUL G. BUENSALIDA  
Chief Administrative Officer  
BCDA Records Office

  
**BCDA**  
Bases Conversion and  
Development Authority

JVSC for Bonifacio Capital District  
  
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ANNEX C: MAP OF AREA WITH INFORMAL SETTLER FAMILIES

ENCROACHMENT IN BCD-MUD



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**EPF-1: NOTARIZED APPLICATION TO BE DECLARED ELIGIBLE AND TO SUBMIT BID**

(To be submitted by the PSP)

[Letterhead]

Republic of the Philippines)  
 ) s.s.

**Notarized Application to be Declared Eligible**

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

1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Instructions to Private Sector Participants (“IPSP”): Volume 1 — Eligibility Documents.
2. In accordance with the IPSP: Volume 1 — Eligibility Documents for the Bonifacio Capital District - Mixed Use Development (BCD-MUD) Project (hereinafter referred to as the **Project**), the *(name of PSP)*, a *(partnership/corporation/Consortium)* with business address at *(business address)* hereby applies to participate in the Bidding for the Project and submits its Eligibility Documents. The *(name of PSP)* also hereby accepts all the terms and conditions of the Invitation Documents.
3. *(name of PSP)* confirms that all statements made and the information and documents provided in its Eligibility Documents, including statements made and information and documents provided by all Consortium Members, their Affiliates, and entities proposed to meet the Eligibility Requirements, in any of the Eligibility Documents are true and correct, and any misrepresentation or false statement made therein shall be a ground for its disqualification from the Bidding.
4. *(name of PSP)* submits the following foreign documents and affirms that, although such foreign documents have not yet been notarized and/or authenticated, such documents have been validly executed and their contents are true and correct, and should *(name of PSP)* be considered a Provisionally-Eligible PSP, *(name of PSP)* hereby undertakes to submit the exact same foreign documents, duly notarized and/or authenticated, no later than the Proposals Submission Date and failure to do so shall be a ground for its disqualification from the Bidding Process::

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

5. *(name of PSP)* authorizes the BCDA to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Eligibility Documents, and to seek clarification from its clients and bankers regarding any technical and financial aspects. *(name of PSP)* also permits third parties to supply information required to verify statements and information submitted in its Eligibility Documents.

*(Handwritten signature)*  
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6. *(name of PSP)* acknowledges the right of the BCDA to reject its Eligibility Documents without assigning any reason and to cancel the Bidding at any time, without incurring any liability.
7. *(name of PSP)*, including the entities it has proposed to meet the Eligibility Requirements under the Instructions to Bidders, have not at any time engaged in any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice and Restrictive Practice, nor have a Conflict of Interest.
8. *(name of Bidder)* acknowledges that the BCDA is undertaking the Bidding in the performance of its function to ensure the provision of a critical basic necessity and that, therefore, the Project is of paramount public interest and importance and that the BCDA and the Government will suffer serious and irreparable damage on account of any breach by *(name of PSP)* of these undertakings, and agree that the breach of these undertakings shall result in *(name of PSP)*'s automatic disqualification from the Bidding, without prejudice to any other remedies, actions and claims under applicable laws.

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

(Signature of Authorized Representative)

\_\_\_\_\_  
(Name)  
(Designation)

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

Notary Public

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 2024

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**EPF-2A: NOTARIZED AUTHORITY TO APPLY TO BE DECLARED ELIGIBLE AND  
DESIGNATION OF AUTHORIZED REPRESENTATIVE**

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

[Letterhead]

Republic of the Philippines )  
 ) s.s.

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

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

RESOLVED, AS IT IS HEREBY RESOLVED, that (name of PSP) (the "PSP") be, and is, authorized to submit an application to be declared eligible for the Bonifacio Capital District - Mixed-Use Development (BCD-MUD) Project ("Project") and to submit the Eligibility Documents for the Project;

RESOLVED FURTHER, that (name of representative) be and is hereby appointed as the authorized representative of the PSP during the bidding process, authorized to execute, sign, submit, and receive documents for, and otherwise act in the name of, the PSP;

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

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

Place, Date of Execution.

\_\_\_\_\_  
[Corporate Secretary or equivalent officer]

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

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ELIGIBILITY DOCUMENTS  
EPF-2A: NOTARIZED AUTHORITY TO APPLY TO BE DECLARED ELIGIBLE  
AND DESIGNATION OF AUTHORIZED REPRESENTATIVE

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 2024.

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RESOLVED FINALLY, that the *(name of Consortium Member)* shall maintain its percentage interest in the Consortium in accordance with its bid, the IPSP: Volume 1 — Eligibility Documents, and the JV Agreement, and thereafter shall comply with the requirements and restrictions on changes in ownership as stated in the JV Agreement.

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

*Place, Date of Execution.*

\_\_\_\_\_  
[Corporate Secretary or equivalent officer]

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

Notary Public

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 2024.

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**EPF-3A: BUSINESS STRUCTURE**

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

Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Instructions to Private Sector Participants (“IPSP”): Volume 1 — Eligibility Documents.

1. Name of PSP:
2. Contact Information of PSP

a. Address	
b. Website	
c. Contact Person	
i. Telephone	
ii. Fax	
iii. E-mail	

3. Entity/ies which fulfills the Development Experience Requirement:

a. Same as PSP?	<input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is yes, leave the subsequent rows in this table blank.
b. Name of Entity	
c. Relationship to PSP	
d. Address	
e. Website	
f. Contact Person	
i. Telephone	
ii. Fax	
iii. E-mail	

4. Affiliates, if any, of the Entity that fulfills the Development Experience Requirement, whose completed projects are being submitted as evidence of that entity’s development experience.

a. Name	
b. Address	
c. Contact Person	
d. Telephone	
e. Email	

5. Entity that fulfills the Financial Capability Requirement

a. Name of Entity	
b. Relationship to Prospective Private Sector Participants	
c. Address	
d. Website	
e. Contact Person	

2

i. Telephone	
ii. Fax	
iii. E-mail	

6. Affiliate, if any, of the entity that fulfills the Financial Capability Requirement, whose financial capability is being submitted as evidence of that entity's financial capability.

a. Name	
b. Address	
c. Contact Person	
d. Telephone Number	
e. Email	

For and on behalf of  
(Name of PSP)

Signature of Authorized Representative  
Name, Title, Date

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**EPF-3B: BUSINESS STRUCTURE**  
For a PSP which is a Consortium

(To be submitted by a PSP which is a Consortium)

Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Instructions to Private Sector Participants ("IPSP"): Volume 1 — Eligibility Documents.

1. Name of Consortium:
2. Consortium Members:

	Lead Member	Member	Member	Member
Name				
Percentage of Interest in the Consortium				
Type of Legal Entity (partnership, corporation, etc.)				

3. Contact Information of Consortium Members:

a. Lead Member	
b. Address	
c. Website	
d. Contact Person	
i. Telephone	
ii. Fax	
iii. E-mail	

a. Member	
b. Address	
c. Website	
d. Contact Person	
i. Telephone	
ii. Fax	
iii. E-mail	

a. Member	
b. Address	
c. Website	
d. Contact Person	
i. Telephone	
ii. Fax	
iii. E-mail	

a. Member	
b. Address	
c. Website	

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d. Contact Person	
iv. Telephone	
v. Fax	
vi. E-mail	

7. Entity/ies which fulfills the Development Experience Requirement:

a. Same as Lead Member?	<input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is yes, leave the subsequent rows in this table blank.
b. Name of Entity	
c. Relationship to PSP	
d. Address	
e. Website	
f. Contact Person	
i. Telephone	
ii. Fax	
iii. E-mail	

8. Affiliates, if any, of the Entity which fulfills the Development Experience Requirement, whose completed projects are being submitted as evidence of that entity's construction experience.

a. Name	
b. Address	
c. Contact Person	
d. Telephone	
e. Email	

9. Entity which fulfills the Financial Capability Requirement

a. Name of Entity	
b. Relationship to PSP	
c. Address	
d. Website	
e. Contact Person	
iv. Telephone	
v. Fax	
vi. E-mail	

10. Affiliate, if any, of the entity which fulfills the Financial Capability Requirement, whose financial capability is being submitted as evidence of that entity's financial capability.

a. Name	
b. Address	
c. Contact Person	
d. Telephone Number	
e. Email	

For and on behalf of  
(Name of Consortium and Lead Member)

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*for [signature]*

*[signature]*

→

Signature of Authorized Representative  
(Name, Title and Date)

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*[Signature]*  
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**EPF-3C: CONSORTIUM AGREEMENT**

(To be submitted by a PSP which is a Consortium, to be executed by all Consortium Members)

**Consortium Agreement**

This Consortium Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_, by and between:

[Name of Lead Member], a corporation/partnership duly incorporated under the laws of the [ ] and having its registered office at [address] represented by [insert name];

[Name of Consortium Member], a corporation/partnership duly incorporated under the laws of the [ ] and having its registered office at [address] represented by [insert name]; and

[Name of Consortium Member], a corporation/partnership duly incorporated under the laws of the [ ] and having its registered office at [address] represented by [insert name] (collectively, the "Consortium Members").

**RECITALS:**

- A. The Consortium Members are interested to participate, as a Consortium, in the eligibility for the Bonifacio Capital District - Mixed-Use Development (BCD-MUD) Project (the "Project").
- B. It is a condition under the Instructions to Private Sector Participants ("IPSP"): Volume 1 — Eligibility Documents that the Consortium Members here to enter into this Consortium Agreement.

**THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- 1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the IPSP: Volume 1 — Eligibility Documents.
- 2. The Consortium is being formed to apply for eligibility for the Project and, if declared as the Winning PSP, to undertake the same.
- 3. The following are the Consortium Members, with their respective roles and participation:

Name of Entity	Capital Contribution	Percentage of Capital Contribution as to the Whole

- 4. The Consortium Members designate (*name of Lead Member*) as Lead Member of the Consortium with the authority to represent Consortium during the Bidding for the Project and for such purpose shall have the authority, in the name of the Consortium, to execute, sign, submit and receive any and all documents related to the Bidding, including the JV Agreement with BCDA.
- 5. The Consortium Members jointly and severally bind themselves for all of the obligations of the Consortium under the JV Agreement and/or other legal documents (as may be applicable).

**For and on behalf of (*Name of Lead Member*)**

By:

*[Handwritten signatures]*  
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*[Handwritten initials]*

(Name, Designation and Signature of Authorized Representative)

For and on behalf of (Name of Consortium Member)

By:

(Name, Designation and Signature of Authorized Representative)

For and on behalf of (Name of Consortium Member)

By:

(Name, Designation and Signature of Authorized Representative)

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
\_\_\_\_\_ ) S.S.

Before me this \_\_\_\_ day of \_\_\_\_\_ 2024, at \_\_\_\_\_, personally appeared the following:

Name	Identification Document Presented	Date and Place of Issue

having been presented to me their above-stated identification documents and known to me to be the same persons who executed the foregoing Consortium Agreement consisting of \_\_\_ pages, including this page on which this Acknowledgement is written, signed on the signature page thereof by the Parties and on each page by their instrumental witnesses, and acknowledged to me that the same is their free and voluntary act and deed, and that of the corporation or entity they respectively represent.

WITNESS MY HAND AND SEAL this \_\_ day of \_\_\_\_\_ 2024 in \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2024.

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**EPF-4: BASIC INFORMATION SHEET**

*(To be submitted by all entities listed in all sections of the Business Structure.)*

Required attachment:

- (1) Certified true copy of its latest **General Information Sheet**, stamped "received" by the SEC or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity.

The certification may come from either the SEC or its equivalent in a foreign country, the entity's corporate secretary, or any officer of the entity duly authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue.

If in a particular foreign jurisdiction, there is no document equivalent to the GIS, an officer of the entity registered in such foreign jurisdiction may instead submit a notarized certification stating that there is no document equivalent to the GIS in the foreign country where it is registered. The notarized certification should also provide the information required under the GIS.

- (2) Certified True Copy of **SEC Certificate of Incorporation**, or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The SEC Certificate of Incorporation or the equivalent document for a foreign entity must be certified by the SEC, its equivalent in a foreign country, or the entity's corporate secretary, or any officer of the entity duly authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue. If in a particular foreign jurisdiction the Certificate of Incorporation is issued by the registrar of the corporation, then the JVSC will accept a certified true copy of the Certificate of Incorporation issued by the registrar of the corporation.
- (3) Certified true copy of the latest **Articles of Incorporation** or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The Articles of Incorporation or the equivalent document for a foreign entity may be certified either by the SEC, its equivalent in a foreign country, or the entity's corporate secretary, or any officer of the entity duly-authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue.
- (4) Certified true copy of the latest **By-Laws** or for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent to the SEC in the foreign country where the foreign entity was registered for recognition or creation of its legal personality or capacity. The By-Laws or the equivalent document for a foreign entity may be certified either by the SEC, its equivalent in a foreign country, or the entity's corporate secretary, or any officer of the entity duly authorized to make such certification. If it comes from the entity's corporate secretary or duly authorized officer, the certification must be under oath and notarized. If the certification is issued or notarized outside the Philippines, it must

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*[Signature]*  
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be authenticated before a Philippine consular official at the Philippine consulate nearest the place of issue.

If an officer other than the Corporate Secretary certifies the General Information Sheet, Certificate of Incorporation, Articles of Incorporation or By-Laws, a notarized certification authorizing such officer to certify the aforementioned documents must be submitted.

1. Name of Entity	
2. Type of Entity (please check one)	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
3. Consortium Member or not? (please check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Affiliate of an entity listed in the Business Structure	<input type="checkbox"/> Yes, Affiliate of _____ <input type="checkbox"/> No
5. Place of Incorporation or Registration	
6. Year of Incorporation or Registration	
7. Principal Purposes or Businesses	

9. Shareholder or Partner Information

Name of Shareholder or Partner	Nationality	Percentage of shareholding interest

(Insert rows as necessary)

10. Information on Beneficial Owners Who Own More than 5% Beneficial Interest

Name of Beneficial Owner	Nationality	Percentage total of Beneficial ownership

(Insert rows as necessary)

For and on behalf of (Name of Entity)

For and on behalf of (Name of PSP/ if Consortium, Name of Consortium and Lead Member)

(Signature of Authorized Representative)  
(Name, Title, and Date)

(Signature of Authorized Representative)  
(Name, Title, and Date)

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**EPF-5: NOTARIZED CERTIFICATION OF ABSENCE OF UNSATISFACTORY PERFORMANCE RECORD**

*(To be submitted by the authorized representative of the PSP and the entities listed in all sections of the Business Structure.)*

Republic of the Philippines )  
 ) s.s.

**Certification of Absence of Unsatisfactory Performance Record**

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the *(position/designation)* of *(name of company represented)*, a *(corporation/partnership)* organized and existing under and by virtue of the laws of *(place of incorporation/registration)* hereby certify, for and on behalf of *(name of company represented)*, that *(name of company represented)* does not have any record of unsatisfactory performance on any of its projects and contracts. "Unsatisfactory Performance" means any of the following:

- a. Within the last five (5) years:
  - (i) failure to satisfactorily perform any of its material obligations on any contract, as evidenced by the imposition of a judicial pronouncement or arbitration award;
  - (ii) expulsion from any project or contract;
  - (iii) termination or suspension of any of its projects or contracts due to breach of its obligations; or
  - (iv) material violation of laws and/or regulations applicable to any of its projects or contracts, including but not limited to environmental, health, safety, labor, and social welfare laws and regulations;
- b. Inclusion in a blacklist issued by any governmental agency of the Philippines or in the Debarred and Cross-Debarred Firms & Individuals list posted on the World Bank website ([www.worldbank.org/debarr](http://www.worldbank.org/debarr)), whether as an individual contractor, partnership, or corporation or as a member of a joint venture or consortium; or
- c. Involvement in any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice or Restrictive Practice or having Conflicts of Interest, as defined in the Instructions to Private Sector Participants: Volume 1 — Eligibility Documents.

*[Date and Place of Execution]*

For and on behalf of (Name of Entity)

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

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

Notary Public

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**EPF-6A: ACCEPTANCE OF CRITERIA AND WAIVER OF RIGHTS TO ENJOIN ACTIVITY**

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

*[Letterhead]*

Republic of the Philippines )  
 ) s.s.

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

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

RESOLVED, that *(name of PSP)* (the "PSP") accept, as it hereby accepts, the qualification criteria established by the Joint Venture Selection Committee ("JVSC") of the Bases Conversion and Development Authority ("BCDA") for the Bonifacio Capital District- Mixed-Use Development (BCD-MUD) Project;

RESOLVED, FURTHER, that the PSP waive, as it hereby waives, any right to seek and obtain a writ of injunction or prohibition or restraining order against BCDA or its JV-SC to prevent or restrain the qualification proceedings related to the competitive challenge, the award of the contract to the Winning PSP, and the carrying out of the awarded contract.

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

*Place, Date of Execution*

\_\_\_\_\_  
[Corporate Secretary or equivalent officer]

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

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**EPF-6B: ACCEPTANCE OF CRITERIA AND WAIVER OF RIGHTS TO ENJOIN ACTIVITY**

*(To be submitted by a PSP which is a Consortium)*  
Bonifacio Capital District- Mixed-Use Development  
*[Letterhead]*

Republic of the Philippines )  
 ) s.s.

I, *(name of authorized representative of Consortium)*, after having been duly sworn according to law, hereby depose and state that:

1. I am a *(Filipino)* citizen, of legal age and a resident of ;
2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Instructions to Private Sector Participants ("IPSP"): Volume 1 — Eligibility Documents.
3. I am the duly authorized representative of *(name of PSP)* (the "PSP"), a Consortium organized by agreement among its Consortium Members;
4. The following resolutions were unanimously agreed upon by the Consortium Members:

RESOLVED, that *(name of PSP)* (the "PSP") accept, as it hereby accepts, the qualification criteria established by the Joint Venture Selection Committee ("JVSC") of the Bases Conversion and Development Authority ("BCDA") for the Bonifacio Capital District - Mixed Use Development (BCD-MUD) Project;

RESOLVED, FURTHER, that the PSP waive, as it hereby waives, any right to seek and obtain a writ of injunction or prohibition or restraining order against BCDA or its JV-SC to prevent or restrain the qualification proceedings related to the competitive challenge, the award of the contract to the Winning PSP, and the carrying out of the awarded contract.

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

*Place, Date of Execution.*

\_\_\_\_\_  
[Authorized Representative]

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

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**EPF-7A: AUTHORIZATION LETTER**

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

[Letterhead]

Republic of the Philippines )  
 ) s.s.

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

- 1. I am a (Filipino) citizen, of legal age and a resident of [ ];
- 2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Instructions to Private Sector Participants ("IPSP"): Volume 1 — Eligibility Documents.
- 3. I am the duly elected (corporate secretary or equivalent officer) of (name of PSP) (the "PSP"), a (corporation/partnership) organized and existing under and by virtue of the laws of (the Philippines);

RESOLVED, that (name of PSP) (the "PSP") be, and is hereby, authorized to submit an unsolicited proposal for the Bonifacio Capital District - Mixed Use Development (BCD-MUD) Project ("Project") and to submit the qualification documents for the Project;

RESOLVED FURTHER, that the PSP authorize, as it hereby authorizes, the Bases Conversion and Development Authority ("BCDA") or its duly authorized representative/s to verify all of the documents submitted and to check or review at any time during the bidding process, including:

- (a) any relevant information of the undersigned entity;
- (b) its technical and financial proposal;
- (c) any change in the eligibility or proposal documents; and
- (d) any change in the situation of the undersigned entity that affects the substance of its proposal.;

RESOLVED, FINALLY, that the PSP acknowledges and accepts, as it hereby acknowledges and accepts, BCDA's right to inspect and audit all records relating to our submission irrespective of whether the PSP is declared eligible or not.

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

Place, Date of Execution.

\_\_\_\_\_  
[Corporate Secretary or equivalent officer]

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

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**EPF-7B: AUTHORIZATION LETTER**

(To be submitted by a PSP which is a Consortium)

[Letterhead]

Republic of the Philippines )  
 ) s.s.

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

I, (name of authorized representative of Consortium), after having been duly sworn according to law, hereby depose and state that:

1. I am a (Filipino) citizen, of legal age and a resident of [ ];
2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Instructions to Private Sector Participants ("IPSP"): Volume 1 — Eligibility Documents.
3. I am the appointed representative of (name of PSP) (the "PSP"), a Consortium organized by agreement among its Consortium Members;
4. The following resolutions were unanimously agreed upon by the Consortium Members:

RESOLVED, that (name of PSP) (the "PSP") be, and is hereby, authorized to submit an unsolicited proposal for the Bonifacio Capital District - Mixed Use Development (BCD-MUD) Project ("Project") and to submit the qualification documents for the Project;

RESOLVED FURTHER, that the PSP authorize, as it hereby authorizes, the Bases Conversion and Development Authority ("BCDA") or its duly authorized representative/s to verify all of the documents submitted and to check or review at any time during the bidding process, including:





- (a) any relevant information of the undersigned entity;
- (b) its technical and financial proposal;
- (c) any change in the eligibility or proposal documents; and
- (d) any change in the situation of the undersigned entity that affects the substance of its proposal.;

RESOLVED, FINALLY, that the PSP acknowledges and accepts, as it hereby acknowledges and accepts, BCDA's right to inspect and audit all records relating to our submission irrespective of whether the PSP is declared eligible or not.

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

Place, Date of Execution.

\_\_\_\_\_  
[Corporate Secretary or equivalent officer]


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

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**EPF-8: NOTARIZED CERTIFICATION RELATING TO ELIGIBILITY DOCUMENTS**

(To be submitted by the PSP)

[Date]

**Bases Conversion and Development Authority**  
BCDA Corporate Center  
2nd Floor, Bonifacio Technology Center  
31st St., corner 2nd Avenue  
Bonifacio Global City, Taguig  
1634

Subject: **CERTIFIED TRUE COPY**

Gentlemen:

The undersigned certifies that each of the following documents submitted by [Name of PSP] in satisfaction of its legal, technical, and financial eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete and that all statements and information written therein are true and correct:

1. [List down each document with a specific description of such document]
- 2.

We also acknowledge and accept BCDA's right to inspect and audit all records relating to our submission irrespective of whether we are declared eligible or not.

Sincerely,

Signature  
Name and Title of Authorized Signatory  
Name of Entity  
Address

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

Notary Public

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**EPF-9: DEVELOPMENT EXPERIENCE REQUIREMENT**

*(To be submitted by the entity or entities nominated to fulfill the Development Experience Requirements for the Bonifacio Capital District - Mixed-Use Development (BCD-MUD) Project as identified in the Business Structure.)*

Required attachment for each entity submitting this form:

- (i) Notarized Certificate of Project Completion from the project's owner. A copy of the original Certificate of Project Completion will be accepted, provided that it is accompanied by a notarized certification issued by the relevant officer of the project owner or the relevant officer of the Developer that such copy is a true and faithful reproduction of the original Certificate of Project Completion.
- (ii) If the project was completed by an Affiliate of the entity that fulfills the Development Experience Requirement, evidence of such affiliation.

Private Sector Participant:	
Entity which fulfills the requirement:	
Relationship to the Private Sector Participant:	

1. Relevant projects carried out in the last 15 years similar in nature and complexity to the Bonifacio Capital District - Mixed-Use Development (BCD-MUD) Project.

Date of Incorporation	
Commencement Date of first real estate project	
Completed project with a minimum development cost of Php22.5 Billion within the past 15 years	

Note: Using the format below, provide information on each contract for which the nominated entity was legally contracted.

2. The PSP must have successfully developed, operated, and managed the following:

- i. Four (4)-Star Hotel Development (as certified by the Philippine Department of Tourism)  
*A Certified True Copy of the DOT Certificate shall be attached.*

Contract Name:		Location of Contract:
Date of Award of Contract:		Product and Related Services Provided:
Name of Owner:		Entity's Role:
Address:		Duration of Contract:
Start Date (Month/Year):	Completion Date (Month/Year):	Contract Price/Value (in PhP):
Name of Associated Prospective JV Partners, if any:		

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Narrative Description of Project:
Description of Actual Participation in the Contract:

- ii. Grade A office building (at least 50,000 square meters GLA)  
*A Certified True Copy of the Project Completion Certificate for an office building with at least a 50,000 GLA shall be attached.*

Contract Name:		Location of Contract:
Date of Award of Contract:		Product and Related Services Provided:
Name of Owner:		Entity's Role:
Address:		Duration of Contract:
Start Date (Month/Year):	Completion Date (Month/Year):	Contract Price/Value (in PhP):
Name of Associated Prospective JV Partners, if any:		
Narrative Description of Project:		
Description of Actual Participation in the Contract:		

- iii. Regional Mall (at least 100,000 square meters GFA)  
*A Certified True Copy of the Project Completion Certificate shall be attached.*

Contract Name:		Location of Contract:
Date of Award of Contract:		Product and Related Services Provided:
Name of Owner:		Entity's Role:
Address:		Duration of Contract:
Start Date (Month/Year):	Completion Date (Month/Year):	Contract Price/Value (in PhP):
Name of Associated Prospective JV Partners, if any:		
Narrative Description of Project:		
Description of Actual Participation in the Contract:		

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iv. Luxury or High-end Residential (selling price of at least Php200,000.00 per square meter)  
 A Certified True Copy of proof of Completed Sale (Contract to Sell or Deed of Absolute Sale) shall be attached

Contract Name:		Location of Contract:
Date of Award of Contract:		Product and Related Services Provided:
Name of Owner:		Entity's Role:
Address:		Duration of Contract:
Start Date (Month/Year):	Completion Date (Month/Year):	Contract Price/Value (in PhP):
Name of Associated Prospective JV Partners, if any:		
Narrative Description of Project:		
Description of Actual Participation in the Contract:		

For and on behalf of (Name of Entity)

For and on behalf of (Name of Prospective Private Sector Participant/ if Consortium, Name of Consortium and Lead Member)

(Signature of Authorized Representative)  
 (Name, Title, and Date)

(Signature of Authorized Representative)  
 (Name, Title, and Date)

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**EPF-10: STATEMENT OF WILLINGNESS TO PARTICIPATE IN, AND CAPACITY TO UNDERTAKE THE DEVELOPMENT, AND COMMITMENT TO ENTER INTO AN AGREEMENT WITH THE JV PARTNER TO UNDERTAKE THE DEVELOPMENT**

*(To be submitted by each Consortium Member proposed by the PSP to meet the Development Experience Requirement.)*

Name of Private Sector Participant: \_\_\_\_\_

Republic of the Philippines )  
 ) s.s.

**Statement of Willingness to Participate In, and Capacity to Undertake the Development, and Commitment to Enter into an Agreement with the JV Partner to Undertake Development**

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the *(position/designation)* of *(name of Consortium Member)*, a *(corporation/partnership)* organized and existing under and by virtue of the laws of *(place of incorporation/registration)* hereby declare for and on behalf of *(name of Consortium Member)* that:

1. *(name of Consortium Member)* is willing to participate, through the *(name of PSP)* in the bidding for the Bonifacio Capital District - Mixed Use Development (BCD-MUD) Project in accordance with the Invitation Documents.
2. *(name of Consortium Member)* has the required experience and capacity to undertake the Development for the Project in accordance with the terms and conditions of the JV Agreement
3. Based on my personal knowledge or authentic documents, the information provided in Annexes EPF-5 and EPF-9 are true and correct.
4. If selected by *(name of PSP)*, *(name of Consortium Member)* shall formally enter into a contract with the JV Partner to undertake the Development for the Project in accordance with the terms and conditions of the JV Agreement.

*Date and Place of Execution.*

For and on behalf of (Name of Entity)

(Signature of Authorized Representative)

\_\_\_\_\_

(Name)

(Designation)

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

Notary Public

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**EPF-11: NOTARIZED STATEMENT OF FINANCIAL CAPABILITY**

*(To be submitted by the entity or entities which fulfill the Financial Capability Requirement as identified in the Business Structure.)*

Required attachment for each entity submitting this form:

- (i) Notarized statement/certification from a domestic universal/commercial bank or any international bank recognized by the Bangko Sentral ng Pilipinas attesting that the nominated entity is banking with them, is in good financial standing and is qualified to obtain credit accommodations from such banks to finance the Project.
- (ii) Certified true copy of the latest audited financial statements that must be for a fiscal period ending not earlier than December 31, 2023, stamped "received" by the Bureau of Internal Revenue or for foreign entities, the appropriate government agency equivalent to the Bureau of Internal Revenue in the foreign country where the foreign entity was registered for creation or recognition of its juridical personality or capacity. The certification may be issued by an officer of the entity proposed to meet the Financial Capability Requirement, in which case the certification must be under oath and notarized.

Alternatively, if the entity proposed to comply with the Financial Capability Requirements has made a deposit equivalent to the minimum equity required set aside or earmarked for the Project, a certification from the relevant bank that such a deposit has been made.

- (iii) If an Affiliate of the Prospective Private Sector Participant or the Lead Member is proposed to comply with the Financial Capability Requirements, attach evidence of such affiliation in the form of a Securities and Exchange Commission General Information Sheet or its equivalent.

Prospective Private Sector Participant	
Entity Proposed to Meet Financial Qualification Requirement	
Relationship with Prospective Private Sector Participants	

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for [signature]

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[signature]

Republic of the Philippines )  
 ) s.s.

**Notarized Statement of Financial Capability**

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the *(position/designation)* of *(name of entity)*, a *(corporation/partnership)* organized and existing under and by virtue of the laws of *(place of incorporation /registration)*, after having been duly sworn according to law, hereby certify for and on behalf of *(name of entity)* that the information stated in this Notarized Statement of Financial Capability is true and that the attached documents are genuine and true copies of the original.

- (name of entity)* has a minimum net worth equivalent to at least PhP100 Billion or its equivalent as of its audited financial statements which must be dated not earlier than December 31, 2023, a certified true copy of which is attached to this certificate. [*or in the alternative: (name of entity) has made a deposit equivalent to the minimum equity required set aside or earmarked for the Project.*]
- The financial summary of *(name of entity)* from *(most recent fiscal year)* is as follows:

Financial Information	<i>(Most Recent Fiscal Year)</i>
(indicate last day of accounting year)	
1. Total assets	
2. Total liabilities	
3. Total net worth	
4. Profits before taxes	
5. Profits after taxes	

- (name of entity)* is a client in good standing in the following financial institutions (provide the names of at least two financial institutions):

Name of Financial Institution		
Address		
Contact Person		

*Date and Place of Execution.*

For and on behalf of *(Name of Entity)*

*(Signature of Authorized Representative)*

*(Name)*

*(Designation)*

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

Notary Public

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