**ANNEX “F-2”**

**For Joint Venture/Consortium Only**

**REPUBLIC OF THE PHILIPPINES**

**CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) s.s.**

**JOINT ELIGIBILITY STATEMENT**

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Composition** | **NAME OF ENTITY** | **Nationality** | **Type of Entity**  ***(Partnership, Corporation)*** | **Place and Year of Incorporation** | **Participation in the Project** |
| Lead Member Corporation: |  |  |  |  |  |
| Members: |  |  |  |  |  |

1. The Joint Venture/Consortium (and all its members), its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by BCDA;
2. The Joint Venture/Consortium has no pending or unpaid tax liabilities in the Philippines;
3. The Joint Venture/Consortium accepts the Terms of Reference, qualification criteria and the terms and conditions set by BCDA;
4. The Joint Venture/Consortium, if awarded the contract to lease and develop the subject Property, commits to comply with: (1) the proposed development/land use, and the development restrictions for the Property; and (2) all other pertinent government standards such as but not limited to the National Building Code, the Fire Code, and other relevant laws, rules, regulations and issuances of the agencies of the National Government and of the Local Government, for the duration of the contract period;
5. The Joint Venture/Consortium commits to abide by the decision of the ADP-Com, waives its right to seek legal remedies against BCDA and its subsidiaries, and holds its Board of Directors, Officers and staff, consultants and authorized representatives/personnel free and harmless from any liability, costs, and expenses, suit or allegation arising from its participation in this bidding process;
6. All information in this statement, including attachments and enclosures thereof, are true and correct. Any falsity, error, or misrepresentation shall constitute ground for disqualification from this bidding or revocation of award as determined by BCDA;

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

The Joint Venture/Consortium members and their Directors, employees and/or Officers, have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment or advantage to any Directors, Officers, staff, consultants and authorized representatives/personnel of the BCDA, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the “Anti-Graft and Corrupt Practices Act”, as amended.

Violation of any of the foregoing shall be a ground for the disqualification from the bidding or revocation of the award, if any, without prejudice to damages that BCDA may recover for any loss or damage that may result therefrom.

1. No member of the Joint Venture/Consortium is involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (RA 9160) and as further governed by RA 10365.
2. The Joint Venture/Consortium members authorize BCDA or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to the bid of the Consortium.

For this purpose, the Joint Venture/Consortium members hereby authorize any public office, or any person or firm to furnish pertinent information deemed necessary and requested by BCDA to verify statements and information provided in this statement.

**IN FAITH WHEREOF**, we have hereunto affixed our signatures this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 2018 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Affiant** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Affiant** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Affiant** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Affiant** |

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

|  |  |  |
| --- | --- | --- |
| **NAME** | **COMPETENT EVIDENCE OF IDENTITY** | **Validity Date and Place of Issuance** |
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**NOTARY PUBLIC**

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