

Negotiated Sale Guidelines for the MSCI Share of Stock

The Presidential Commission on Good Government (PCGG), as duly designated disposition entity by the Privatization Council (PrC) of the Department of Finance (DOF), invites interested parties to submit offer for the negotiated sale of **ONE (1) SHARE OF STOCK IN MAKATI SPORTS CLUB, INC. (MSCI)** described as follows:

1. SUBJECT AND MANNER OF SALE

1.1 The subject of the negotiated sale is the following:

Location	Description	Minimum Price
Makati Sports Club, Inc. (MSCI) L.P. Leviste cor. Gallardo St., Salcedo Village, Makati City	Class "A" Certificate No. A-3077 , registered in the name of the Republic of the Philippines	Php800,000.00

The MSCI share of stock is one of the assets forfeited by the government thru the PCGG by virtue of a final Supreme Court decision in G.R. No. 174431, entitled "Heirs of Jolly Bugarin vs. Republic of the Philippines." A photocopy of the stock certificate is attached as **Annex "A"** hereof.

1.2 The sale will be through negotiation on an "as is where is basis" and cash basis. The condition of the property may include, but not limited to, the following:

- 1.2.1 Presence of informal settlers;
- 1.2.2 Property is landlocked, limited or no right of way;
- 1.2.3 Property may be under dispute or with pending case which does not involve questions of ownership (e.g. ejectment, collection);
- 1.2.4 Property is located in an area with risk of flooding, within earthquake fault zone and seismic hazard zone; and
- 1.2.5 Existing easements.

1.3 The buyer shall be responsible at his own expense for the ejectment of informal settlers and/or occupants on the property, if any.

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- 1.4 Negotiations shall be conducted singly or in a group with the Special Bids and Awards Committee (SBAC) and witnessed by representative/s from the Commission on Audit (COA). It shall be held **on April 21, 2023 at 2:00 P.M.** at the Salonga Conference Room, Ground Floor, IRC Building, EDSA, Mandaluyong City.
- 1.5 From the date of the execution of the Deed of Sale, any claims and liens accruing from any action or transaction involving the property shall be for the account of the buyer.
- 1.6 The PCGG does not warrant the accurate status or condition of the property as stated in its published list of Properties for Sale. It shall be the responsibility of the offeror to conduct due diligence investigation on the property before tendering an offer.
- 1.7 The award of the sale shall be subject to the approval of the PCGG and the Privatization Council (PrC).

2. SELLING PRICE

- 2.1 The selling price of the property shall be published.
- 2.2 The selling price may increase during negotiations without prior notice to conform with the prevailing or current fair market value of the property. In this connection, the PCGG has the prerogative to accept or reject an offer submitted based on the previously published selling price.

3. TERMS OF SALE

- 3.1 The offer must not be lower than the minimum price stated in these Guidelines.
 - 3.2 PCGG's acceptance of the offer shall not be binding until receipt by the offeror of the Notice of Award (NOA).
 - 3.3 PCGG's withdrawal of its acceptance of the offer before receipt by the offeror of the NOA is immediately effective.
 - 3.4 The mode of payment shall be in the form of:
 - 3.4.1 Cash;
 - 3.4.2 Manager's/Cashier's Check payable to PCGG.
 - 3.5 A deposit of at least twenty percent (20%) of the offer shall be made payable by the offeror to PCGG upon tender of offer. The said amount shall be considered as an advance payment and shall form part of the offer price.
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- 3.6 Twenty-five percent (25%) of the deposit, which is part of the offer price, shall serve as bond.
- 3.7 Full payment of the offer must be made by the highest or best offeror within Thirty (30) calendar days from receipt of the Notice of Award.
- 3.8 Failure to pay in full of the balance of the offer within the prescribed period shall render the offer revoked and the bond forfeited in favor the government. The balance of the deposit after deducting the bond shall be returned to the offeror. In such a case, the SBAC shall accept the next highest/best offer and submit it to the Commission for its approval and endorsement to the PrC for confirmation.

5. PRESCRIBED FORMS

Interested parties may secure copies of these Guidelines and the prescribed Forms from the PCGG Privatization Division, Third Floor, IRC Building, 82 EDSA, Mandaluyong City after payment of the prescribed fee of One Thousand Pesos (Php1,000.00). Previous bidders who purchased bid documents for the same property may secure the forms free of charge. These Guidelines may be downloaded from the PCGG website free of charge. However, offers shall be accepted only upon payment of the prescribed fee.

6. ACCEPTANCE OF OFFER

- 6.1 The PCGG shall accept the best calculated offer most advantageous to the government.
- 6.2 The PCGG reserves the right to reject any or all offers, as well as to waive any defect or infirmity in the negotiations and to accept such offers as may be considered most advantageous to the government. Failure to comply with any of the terms and conditions mentioned is a ground for rejection of the offer.

7. SUBMISSION OF OFFER

The offeror shall accomplish and submit in duplicate the following forms during its tender of offer:

7.1 Offeror's Information Sheet (**Annex "B"**);

7.2 Negotiated Offer to Purchase Form (**Annex "C"**); and

7.3 Duly signed copy of these Guidelines, together with the documents listed in the Buyer's Information Sheet, as follows:

7.3.1 For private individuals:

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- a. Original copy of the latest Income Tax Returns/EFPS stamped received by the BIR or Affidavit of exemption from filing of tax returns;
- b. Photocopy of any valid ID and BIR TIN;
- c. Special Power of Attorney (SPA) executed by the offeror if represented by another individual.
- d. Bank Certificate(s) or Line of Credit from a commercial bank in the name of the offeror with a total balance of at least equal to the minimum price of the property;
- e. Omnibus Sworn Statement (**Annex “D”**).

7.3.2. For Corporations and other juridical entities:

- a. Photocopy of Certificate of Registration at the Securities & Exchange Commission (SEC) or Department of Trade and Industry (DTI);
- b. Photocopy of Articles of Incorporation or Partnership, as the case may be;
- c. Photocopy of Latest Income/Corporate Tax Return;
- d. Certified true copy of latest Audited Financial Statements;
- e. Photocopy of Mayor’s Business Permit for the current year.
- f. Bank Certificate(s) or Line of Credit from a commercial bank in the name of the offeror with a total balance of at least equal to the minimum price of the property;
- g. Omnibus Sworn Statement (**Annex “D-1”**).

7.4 Real estate brokers are not authorized to collect or receive any payment in behalf of either the PCGG or the offeror. Any payment made to a broker shall be under the sole and exclusive responsibility and risk of the offeror.

7.5 Offerors with pending ill-gotten wealth cases with the PCGG shall be automatically disqualified.

7.6 The former owner or any of his relatives, associates, firms or entities cannot directly or indirectly participate in the negotiated sale.

7.7 The members of the Commission and SBAC and all PCGG employees and their relatives up to fourth degree of consanguinity or affinity are prohibited from participating in the negotiated sale.

8. NOTICE OF AWARD

8.1 After confirmation by the PrC of the acceptance of offer, the offeror shall be notified in writing through a Notice of Award.

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8.2 Unaccepted offers shall be notified only after full payment by the accepted offeror of the purchase price.

9. TAXES, FEES, AND EXECUTION OF STOCK PURCHASE AGREEMENT

9.1 All expenses to be incurred arising from or related to the sale and transfer of the MSCI share shall be for the account of the buyer-offeror except for the Capital Gains Tax and Value Added Tax.

9.2 Pursuant to Section 30 of its By-laws, MSCI shall have the right to exercise its preemptive right by matching the best/highest offer within thirty (30) calendar days from notice.

9.3 The Stock Purchase Agreement for the share shall only be executed after the lapse of the preemptive right of MSCI. It shall be executed simultaneously with the full payment of the purchase price and delivery to the buyer-offeror of the original copy of the Stock Certificate.

CONFORME:

Name of Offeror
(Signature over Printed Name)

Date: _____

() Individual () Partnership* () Corporation*

*Authority of the representative attached

Annex “A”

STOCK CERTIFICATE NO. A-3077

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ANNEX “B”

OFFEROR’S INFORMATION SHEET

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OFFEROR'S INFORMATION SHEET

ANNEX "B"

Name of Offeror : _____

Address : _____

Contact No. : _____

Email address : _____

Tax Identification No. :

Authorized Representative(s) :

1. **Name** : _____

Address : _____

Contact No. : _____

Email address : _____

Signature : _____

2. **Name** : _____

Address : _____

Contact No. : _____

Email address : _____

Signature : _____

I/We have read and understood the GUIDELINES for the Negotiated Sale of the **MSCI Share of Stock** and I/we agree/ undertake to comply with the same.

I/We hereby certify the correctness of the foregoing information.

(Offeror's Signature over Printed Name)

ANNEX “C”

NEGOTIATED OFFER TO PURCHASE FORM

Guidelines for the Negotiated Sale of the MSCI Share of Stock

(Date)

The Special Bids and Awards Committee for Privatization
Presidential Commission on Good Government
IRC Building, No. 82 EDSA
1550 Mandaluyong City

Sir/Madam:

I/We hereby offer unconditionally to buy the **MSCI Share of Stock** which is being offered through negotiated sale by the Presidential Commission on Good Government (PCGG), the designated disposition entity by the Privatization Council (PrC) for the said property.

I/We hereby offer to purchase the **MSCI Share of Stock** on an "as-is, where-is" basis for the sum of Pesos: _____ (PhP _____) payable IN CASH, which may increase during negotiations.

It is understood that:

1. We accept and undertake without any reservation whatsoever that if accepted, this offer to purchase the property shall be subject to all the terms and conditions as specified in the **GUIDELINES FOR THE NEGOTIATED SALE OF THE MSCI SHARE OF STOCK**.
2. We warrant the completeness and correctness of the information furnished by us.
3. We confirm that our offer to purchase constitutes a firm offer. We hereby unconditionally, irrevocably and absolutely waive our right to withdraw our offer.
4. We certify that we have gathered all the data and conducted all the needed investigations and examinations of the property which we have deemed necessary to ensure that we are fully apprised and completely cognizant of the true condition and accurate value of the property. Furthermore, we recognize that: (a) we have all the relevant information necessary for making our offer; and (b) that, consequently, we shall not, under any circumstances, claim any modification in our proposed price upon the ground that the property's true condition and actual value turned out to be different from our findings and/or assumptions.

NEGOTIATED OFFER TO PURCHASE FORM

ANNEX "D"

5. We represent and warrant that: (a) we have examined and understood the said GUIDELINES issued by PCGG; (b) we accept the conditions of the bidding set out therein, including PCGG's right to reject any and all bids without thereby creating any liability in our favor; and (c) we hereby unconditionally, irrevocably and absolutely waive all claims against the PCGG Chairperson or any of the Commissioners, Directors, officers or employees and other representatives or agents, which may arise out of, or in connection with, the making and/or non-acceptance of our bid.
6. By submitting our bid, we unconditionally, irrevocably and absolutely: (a) agree that our Bid Bond may be forfeited in favor of the PCGG in case of any occurrence of the forfeiture events outlined in the GUIDELINES; (b) acknowledge that the Seller's remedies are cumulative and that the forfeiture of our Bid Bond will not preclude Seller from pursuing any, some or all of its legal, contractual, or other remedies; and (c) accept the limitations of warranties and liabilities contained in the GUIDELINES and hereby waive and recognize that we shall, as a result thereof, not have any claims for any damages or other reliefs except for the reimbursement to us of our Bid Bond.
7. We shall also, by submitting our bid, be conclusively deemed to have waived any right we may have to seek and obtain a writ of injunction or of prohibition or a restraining order or any other form of coercive, judicial, administrative or other relief against the PCGG Chairperson or any of the Commissioners, Directors, officers, employees and representatives, to prevent, restrain or in any manner forestall, hinder or render inconvenient the holding of the bidding or a re-bidding, including without limitation, the negotiation and award of the sale to the winning bidder.

For your consideration.

Very truly yours,

(Offeror's Name / Signature over Printed Name)

(Signature of Authorized Representative
over Printed Name / Title)

ANNEX “D”

OMNIBUS SWORN STATEMENT (INDIVIDUAL)

Guidelines for the Negotiated Sale of the MSCI Share of Stock

OMNIBUS SWORN STATEMENT

ANNEX "D"

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

I, _____, of legal age, Filipino, and residing at _____, after having been duly sworn in accordance with law, do hereby depose and say that:

1. I am participating in the negotiated sale of _____ in my own personal capacity;
 2. Each of the documents submitted in satisfaction of the requirements of the negotiated sale of _____ is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 3. I am authorizing the PCGG Chairperson or his duly authorized representative and the Special Bids and Awards Committee for Privatization (SBAC) and its Technical Working Group (TWG) to verify all documents submitted;
 4. I shall comply with my responsibilities as provided in the Guidelines;
 5. I am not related by consanguinity or affinity up to the fourth civil degree to the PCGG Chairperson, the SBAC members, its Secretariat and Technical Working Group;
 7. I have no pending civil and/or criminal cases with the PCGG in relation to ill-gotten wealth involving sequestered and/or surrendered companies, assets and properties.
 8. I and my relatives up to fourth civil degree of affinity and consanguinity have no current and previous interests over the property subject of the sale.
 9. I did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the PCGG in relation to any of its disposition activities.
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OMNIBUS SWORN STATEMENT

ANNEX "D"

10. I am executing this affidavit to attest to the truth of the foregoing.

AFFIANT FURTHER SAYETH NAUGHT.

Witness my hand this ____ day of _____ 2023 in _____.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____ 2023, affiant personally appearing and exhibiting to me his _____ and declaring that the foregoing is his free and voluntary act.

NOTARY PUBLIC

ANNEX “D-1”

***OMNIBUS SWORN
STATEMENT
(CORPORATION)***

OMNIBUS SWORN STATEMENT

ANNEX "D-1"

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

I, _____, of legal age, Filipino, and residing at _____, after having been duly sworn in accordance with law, do hereby depose and say that:

1. I am the duly authorized and designated representative of _____ with office address at _____;
 2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the negotiated sale of _____, as indicated in the Offeror's Information Sheet;
 3. Each of the documents submitted in satisfaction of the negotiated sale requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 4. _____ is authorizing the PCGG Chairperson or his duly authorized representative and the Special Bids and Awards Committee for Privatization (SBAC) and its Technical Working Group (TWG) to verify all documents submitted;
 5. _____ shall comply with its responsibilities as provided in the Guidelines;
 6. None of the officers, directors, and controlling stockholders of _____ nor their associates is related by consanguinity or affinity up to the fourth civil degree to the PCGG Chairperson, the SBAC members, its Secretariat and Technical Working Group;
 7. None of the officers, directors, and controlling stockholders of _____ nor their associates have pending civil and/or criminal cases with the PCGG in relation to ill-gotten wealth involving sequestered and/or surrendered companies, assets and properties.
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OMNIBUS SWORN STATEMENT

ANNEX "D-1"

8. None of the officers, directors, and controlling stockholders of _____ nor their associates have current and previous interests over the property subject of the sale.
9. _____ did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the PCGG in relation to any of its disposition activities.
10. I am executing this affidavit to attest to the truth of the foregoing.

AFFIANT FURTHER SAYETH NAUGHT.

Witness my hand this ____ day of _____ 2023 in _____.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____ 2023, affiant personally appearing and exhibiting to me his _____ and declaring that the foregoing is his free and voluntary act.

NOTARY PUBLIC
