



**Republic of the Philippines
CITY GOVERNMENT OF CARMONA**

SOUTH-LUZON INTEGRATED TERMINAL EXCHANGE (SLITX) PROJECT

TENDER DOCUMENTS

INSTRUCTIONS TO CHALLENGERS **April 2025**

DISCLAIMER

The information contained in these Instructions to Challengers (“ITC”) and the other documents comprising the Tender Documents (“Tender Documents” or “Tender Docs”) or those subsequently provided to all Challengers or Prospective Bidders, whether verbally or in documentary or any other form, by or on behalf of the City Government of Carmona (“City of Carmona”) or any of its officers, employees or advisors, is provided to the Challenger or Prospective Bidder on the terms and conditions set out in the Tender Docs and such other conditions subject to which such information is provided.

Not one of the Tender Docs shall constitute an agreement between or an offer to buy or sell an investment by the City of Carmona to the Challengers or Prospective Bidders or any other person. The purpose of the Tender Docs is to provide interested parties with information that may be useful to them in preparing and submitting their Comparative Proposals pursuant to the Tender Docs. The Tender Docs include statements, which reflect various assumptions and assessments arrived at by the City of Carmona in relation to the SLITX, as defined herein. Such assumptions, assessments and statements do not purport to contain all the information that each Challenger or Prospective Bidder may require. The Tender Docs may not be appropriate for all persons, and it is not possible for the City of Carmona, its officers, employees or advisors to consider the investment objectives, financial condition, and particular requirements of each person who acquires, reads or uses the Tender Docs. The assumptions, assessments, statements and information contained in the Tender Docs and associated documents may not be complete, accurate, adequate or correct. Each Challenger or Prospective Bidder has the sole responsibility therefore to conduct its own due diligence investigation and analysis in order to check the accuracy, adequacy, correctness, reliability, feasibility and completeness of the assumptions, assessments, statements and information contained in the Tender Docs, and to obtain competent, independent and professional advice from appropriate sources.

Information provided in the Tender Docs to the Challenger or Prospective Bidder covers a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of legal requirements and should not be regarded as a complete or authoritative statement of law. The City of Carmona accepts no responsibility for the accuracy or otherwise of any interpretation of or opinion on law expressed herein.

The City of Carmona, its officers, and employees make no representation or warranty and shall have no liability to any person, including any Challenger or Prospective Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Docs or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Docs and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Docs or arising in any way for participation in the Comparative Challenge Process.

The City of Carmona also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Challenger or Prospective Bidder upon

The City of Carmona may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessments or assumptions contained in the Tender Docs.

Each interested party and the Challenger or Prospective Bidder concerned shall bear all costs associated with or relating to the preparation and submission of its Comparative Proposal including but not limited to preparation, reproduction, postage, delivery fees and expenses associated with any demonstrations or presentations which may be required by the City of Carmona or any other costs incurred in connection with or relating to its Comparative Proposal including the posting of the Bid Security. All such costs and expenses shall be for the account of the Challenger or Prospective Bidder and the City of Carmona or other persons acting on its behalf shall not be liable in any manner whatsoever for the same or for any other direct or indirect costs or other expenses incurred by a Prospective Bidder in the preparation or submission of the Comparative Proposal, regardless of the conduct or outcome of the Comparative Challenge Process.



Republic of the Philippines
CITY GOVERNMENT OF CARMONA
PUBLIC-PRIVATE PARTNERSHIP UNIT
City of Carmona
INSTRUCTIONS TO CHALLENGERS

1. INTRODUCTION

- 1.1. The City Government of Carmona (“City of Carmona”) invites Challengers or Prospective Bidders to apply for qualification and to submit Comparative Proposals for the development, financing, design, engineering, construction, operation, management and maintenance of the South-Luzon Integrated Terminal Exchange (SLITX) Project and Commercial Assets (the “Project” or “SLITX”).
- 1.2. The Project will be undertaken as a Joint Venture (“JV”) arrangement between the City of Carmona and the winning Proponent (the “Proponent”). SLITX involves the development, financing, design, engineering, construction, operation, management and maintenance of an integrated terminal that will serve Carmona and parts of Southern-Luzon such as Manila, Cavite, Laguna, Batangas, Quezon, and Bicol.
- 1.3. A more detailed description of the Project and the specific terms and conditions of the JV transaction are provided in the successfully negotiated and approved Joint Venture Agreement (“JVA”) for this Comparative or Swiss Challenge Process.
- 1.4. The Project will be developed in accordance with the Republic Act No. 11966, otherwise known as the Public-Private Partnership Code of the Philippines (“PPP Code”), its Implementing Rules and Regulations (“IRR”), and all applicable laws, rules and regulations.

2. ROLE OF THE Bids and Awards Committee (“BAC”)

- 2.1. The BAC was created by virtue of the City of Carmona’s Local Chief Executive’s Appointment to create the members of the Bids and Awards Committee *dated March 1, 2022*. In accordance with the PPP Code and its IRR, the BAC will be conducting and administering the solicitation of comparative proposals or the Comparative Challenge Process for the Project, and will be directly responsible for all aspects of the pre-bidding and bidding processes, including, among others: (1) the preparation of the Tender Docs and the publication of the Invitation for Comparative Proposals; (2) the holding of the Pre-Bid Conference; (3) the issuance of bid bulletins or notices; (4) the interpretation of the bidding rules; (5) the evaluation of qualification applications and Comparative Proposals; and (6) the recommendation for the award of the Project.

3. DEFINITIONS

3.1. Definitions

The following words or terms shall have the following meanings in this ITC and the Tender Docs:

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

“Bid Security” means the amount or other financial instrument provided by the Challenger to guarantee that it would comply with all the rules of the Comparative Challenge Process and that if awarded the Project, it will enter into the Joint Venture Agreement with the City of Carmona within the time prescribed.

“Bid” or “Offer” or “Proposal” means a valid offer to undertake the Project to be submitted by a Challenger or Prospective Bidder.

“Challenger” or “Prospective Bidder” means interested entity, partnership, corporation, or Consortium, which purchases the Tender Docs, pays the non-refundable participation fee and/or participates in the Comparative Challenge Process.

“City of Carmona” means the City Government of Carmona.

“Competitive Challenge Period” or “Comparative Challenge Period” has meaning set out in Section 4.1.6 (*Competitive Challenge Period*).

“Competitive Challenge”, “Comparative Challenge”, “Competitive Challenge Process”, or “Swiss Challenge” means the competitive selection, price test or procurement activity and procedures being undertaken by the City of Carmona for the selection of the private sector joint venture partner of the City of Carmona for the Project, beginning from the publication of the Invitation for Comparative Proposals until the signing of the Joint Venture Agreement, as described in this ITC.

“Competitive Proposal” or “Comparative Proposal” has meaning set out in Section 4.1.9.

“Competitive Proposal Submission Date” or “Comparative Proposal Submission Date” means the day to be set by the City of Carmona for the deadline of submission of the Competitive Proposals in accordance with Section 4.2 (*Indicative Competitive Challenge Schedule*).

“Conflict of Interest” is defined in Section 37 (*Conflict of Interest*).

“Consortium” means any group of interested entity, partnership, or corporation that is formed for the purpose of being a Challenger or Prospective Bidder for this Comparative Challenge Process.

“Construction Contractor” means an entity identified by a Challenger or Prospective Bidder to establish the required Development and Construction Experience Requirement under this ITC and carry out the construction of the Project in accordance with the Joint Venture Agreement.

“Construction Performance Security” means a monetary or financial guarantee to be furnished by the Winning Bidder as a means of ensuring the City of Carmona against the risk of its failure to fulfill the construction as in accordance with the JVA.

“Construction Start Date” means the start date of construction in accordance with the JVA.

“Control” means, for purposes of defining an Affiliate, the power to direct or cause the direction of the management policies of a body corporate whether through: (a) ownership of at least fifty percent (50%) plus one share of the outstanding voting shares, or (b) the ability to elect a majority of the members of the Affiliate’s board of directors.

“Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice, and Restrictive Practice” are each defined in Section 35

(General Conditions and Prohibitions).

“day” means a calendar day, unless otherwise specified.

“*Financial Bid Proposal*” means the proposed Revenue Share from the day after the seventeenth (17th) anniversary of the Construction Start Date until the expiration of the JV Period or on the Termination Date, whichever is earlier.

“*Integrated Transport Terminal*” means a PPP transport terminal project that integrates and connects different modes of transportation, including but not limited to, land-based modes such as buses, jeepneys, taxis, vans; water-based modes such as ferries, cruise ships, catamarans, water boats; and rail-based modes such as metros, commuter rail, light rail, monorail, or cable car systems, in one facility. For purposes of this definition, land-based modes of transportation combined with either water-based or rail-based mode of transportation, is required for a facility to qualify as an Integrated Transport Terminal.

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

“*Joint Venture Agreement*” or “*JVA*” means the contract to be executed between the City of Carmona and the Winning Bidder, which sets forth the terms for the development and implementation of the Project under a joint venture arrangement.

“*Joint Venture Period*” or “*JV Period*” shall commence from the Construction Start Date and shall end on its thirtieth (30th) anniversary in accordance with the JVA.

“*Lead Member*” means, for a Challenger which bids as a Consortium, the Consortium Member which should: (a) hold a significant equity interest in the Consortium in accordance to Section 17.3; (b) be designated in writing to represent and act as such by the other Consortium members; and (c) be a Philippine entity.

“*Legal Qualification Requirements*” refers to the legal qualification and eligibility requirements that must be met by a Challenger or Prospective Bidder, as set out in Section 13.5 (*Legal Qualification Requirements*).

“*Original Proponent*” means Megawide Onemobility Corporation which submitted the Unsolicited Proposal for the Project and awarded the Original Proponent Status by the City of Carmona.

“PPP Code” means the R.A. No. 11966 or the Public-Private Partnership Code of the Philippines, and its Implementing Rules and Regulations.

“BAC” means the Bids and Awards Committee of Carmona constituted under the City Government of Carmona’s Mayor’s Appointment dated March 1, 2022

“Pre-Bid Conference” means the meeting between the BAC and the Challengers or Prospective Bidders or other interested investors who have purchased the Tender Docs, which is held prior to the Competitive Proposal Submission Date in order to answer queries regarding the Competitive Challenge Process, the Tender Docs, and the Project.

“Proponent” means the Winning Bidder and selected joint venture partner of the City of Carmona which will execute the JVA and co-develop the Project according to its terms.

“Project” means the development, financing, design, engineering, construction, operation, management and maintenance of the SLITX Project, as more specifically described in the Tender Docs including the JVA.

“Qualification Documents” mean the documents required to be submitted by the Challenger during the eligibility or qualification stage, as provided for in Section 13.

“Qualification Requirements” means the qualification criteria that a Challenger or Prospective Bidder must meet in order to qualify or be eligible for consideration and selection as the Proponent of the Project as set out in Section 13 (*Qualification Requirements*), which includes the Legal Qualification Requirements, the Technical Qualification Requirements, and the Financial Qualification Requirements.

“Qualified Challenger” means a Challenger or Prospective Bidder which passed the qualification stage.

“Revenue Share” means the percentage (%) share of the City of Carmona from the Proponent Revenues of the Project in accordance with the following:

- From the first (1st) anniversary of the Construction Start Date until the seventeenth (17th) anniversary – One Percent (1%)

- From the day after the seventeenth (17th) anniversary of the Construction Start Date until the expiration of the JV Period or on the Termination Date, whichever is earlier – (*Financial Bid Proposal*)

“*Tender Documents*” or “*Tender Docs*” has the meaning set given in Section 4.1.2 (*Tender Documents*).

“*Termination Date*” means the date on which the JVA is terminated before or the end of the JV Period in accordance with the terms hereof.

“*Unsatisfactory Performance*” means any of the following:

- Within the last five (5) years prior to the Competitive Proposal Submission Date, as evidenced by the imposition of a judicial pronouncement or arbitration award, which has attained finality, (i) failure to substantially perform any of its material obligations on a project or contract similar to the Project; (ii) expulsion from a project or contract that is similar to the Project; (iii) termination or suspension of a project or contract that is similar to the Project due to material breach of its obligations; or (iv) material violation of laws and/or regulations applicable to a project or contract that is similar to the Project, including but not limited to environmental, health, safety, labor and social welfare laws and regulations;
- Inclusion in a blacklist issued by any government agency of the Philippines, or in the Debarred and Cross-Debarred Firms & Individuals list posted on the World Bank website (www.worldbank.org/debarr), or the Asian Development Bank Sanctions list, whether as an individual contractor, partnership or corporation or as a member of a joint venture or Consortium; or
- Involvement in any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice, and Restrictive Practice or having Conflicts of Interest.

“*Unsolicited Proposal*” refers to the Project pre-feasibility or business case study, eligibility documents, company credentials, and proposed JV terms and conditions submitted by the Original Proponent to the PPP Center then was endorsed by the PPP Center to the City of Carmona constituting its offer to develop and undertake the Project, which was done on its own initiative and not in response to any open solicitation or competitive public bidding conducted by the City of Carmona.

“*Winning Bidder*” means either: (a) the Highest Ranked Challenger determined by the BAC and whose Financial Proposal was not matched by the Original Proponent; or (b) the Original Proponent (if there was no responsive Challenger or after validly matching the Financial Proposal of the Highest Ranked Challenger).

4. COMPETITIVE CHALLENGE

4.1. General Procedure

4.1.1. This ITC provides the procedures and requirements of the Competitive or Swiss Challenge Process as well as the basic information that Challengers or Prospective Bidders must be aware of and should follow in the preparation and submission of their respective qualification applications and Competitive Proposals.

4.1.2. The Tender Documents consists of the following:

4.1.2.(a). The Invitation for Comparative Proposals;

4.1.2.(b). the ITC, including its annexes, bid forms, supplemental notices, and bid bulletins issued by the BAC (Part 1); and

4.1.2.(c). the approved JVA (Part 2).

4.1.3. The purpose of the Tender Docs is to invite qualified Prospective Bidders to submit Competitive Proposals to challenge the approved unsolicited proposal for the formation of the joint venture and the development of the Project (the “Unsolicited Proposal”). The original proponents of the Project, whose Unsolicited Proposal is the subject of this Competitive or Swiss Challenge, is Megawide Onemobility Corporation (the “Original Proponent”).

4.1.4. Only those who satisfied the registration and purchasing of Tender Docs in accordance with Section 7 (*Registration of Challengers and Purchase of Tender Documents*) shall be allowed to participate in the Competitive Challenge Process.

4.1.5. The BAC reserves the right to amend, revise, modify, or clarify any section of the ITC at any stage of the Bidding Process. Such amendments, revisions, modifications, or

clarifications, if any, shall be communicated in writing to all Proponents through bid bulletins issued by the BAC. Upon the issuance of a bid bulletin, the same shall automatically be incorporated into and made an integral part of the ITC.

4.1.6. Competitive Challenge Period. As approved by the Sangguniang Panglunsod ng Carmona, the Comparative Challenge Period shall mean the ninety (90)-calendar day period to submit Comparative Proposals, starting from the issuance of the ITC, in accordance with Section 93 of the PPP Code IRR, or thirty (30) calendar days from the last supplemental notices and bid bulletin as prescribed in the Section 66 of the PPP Code IRR, whichever is later.

4.1.7. The Prospective Bidders and the Original Proponent will be invited to attend the Pre-Bid Conference and consultation meetings with the City of Carmona as in accordance with Section 11 (*Pre-Bid Conference*) and Section 12 (*Consultation Meeting with the City of Carmona*) of this ITC.

4.1.8. The approved JVA, and the financial proposal of the Original Proponent shall be released to the Prospective Bidders on the date set for in Section 4.2 (*Indicative Competitive Challenge Schedule*).

4.1.9. A Single-Stage bidding process shall be conducted where the Prospective Bidders shall submit to BAC their complete Competitive Proposal as one (1) bid package in three (3) separately sealed envelopes:

4.1.9.(a). Envelope 1: Qualification Documents;

4.1.9.(b). Envelope 2: Technical Proposal; and

4.1.9.(c). Envelope 3: Financial Proposal

together with all their annexes, supporting documents, clarifications, explanations, and responses to queries of the City of Carmona, which shall be submitted on or before the deadline in accordance with Section 4.2 (*Indicative Competitive Challenge Schedule*).

4.1.10. The Qualification Documents, the Technical Proposals, and the Financial Proposals will be evaluated based on the evaluation criteria in accordance with this ITC.

4.1.11. The Challenger offering the highest Financial Bid Proposal shall be considered the Highest Ranked Challenger. The Original Proponent will then have the right to match in accordance with Section 29 (*Right to Match*) below.

4.1.12. If there are no Challengers, the Project will be automatically and immediately awarded to the Original Proponent.

4.1.13. The Winning Bidder shall comply with all the requirements stated in the Notice of Award as set out in Section 31 (*Award*) and Section 32 (*Signing of Joint Venture Agreement*) below.

4.2. Indicative Competitive Challenge Schedule

The indicative schedule for the Competitive or Swiss Challenge Process is presented in the table below.

Milestone	Party Responsible	Date
Publication of Invitation for Comparative Proposals	City of Carmona	April 7, 2025
Publication of ITC	City of Carmona	April 21, 2025
Submission starts of EOI and purchasing of Tender Docs.	Challengers	April 21, 2025
Pre-Bid Conference	City of Carmona, Challengers	June 5, 2025
Release of approved JVA, and the financial proposal of the Original Proponent to Prospective Bidders	City of Carmona	June 5, 2025
Last day for registration of challengers and purchasing of the Tender Docs	City of Carmona, Challengers	June 20, 2025
Competitive Proposal Submission Date; Opening and start of evaluation of Qualification Documents	City of Carmona, Challengers	July 20, 2025
Opening and evaluation of Technical Proposals and Financial Proposals	City of Carmona, Challengers	July 21, 2025 to September 3, 2025

The foregoing schedule may be changed by the BAC at any time without incurring any liability to the Challengers or Prospective

Bidders. The parties concerned shall be notified by the BAC of any changes in the indicative milestone dates through proper bid bulletins or notices.

5. RESPONSIBILITY OF CHALLENGERS

- 5.1. Notwithstanding any information given in the Tender Docs and any additional communication from the City of Carmona, the BAC, or any other party, including supplemental notices and bid bulletins, it is the sole responsibility of any interested party, Challenger or Prospective Bidder to:
 - 5.1.1. be fully acquainted with the laws, requirements, terms, and conditions of the Competitive Challenge Process;
 - 5.1.2. examine the Tender Docs (including the ITC, and JVA) including all instructions, forms, schedules or annexes, terms, specifications, and drawings;
 - 5.1.3. familiarize itself with all existing laws, decrees, acts, rules, standards, guidelines, procedures, executive issuances, ordinances, decisions, international agreements, pending litigation, and the like, of the Philippines, whether national or local, which may affect the Project; and
 - 5.1.4. 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, subsea soil, meteorological, bathymetric and hydrological conditions; existing works and plans for future works in the area; existing and planned above ground and sub-level utilities; easements; existing or threatened legal disputes or issues; environmental and social concerns and issues; the requirement and availability of labor, materials, equipment, aggregate sources, water, power, roads, communications and other relevant factors; resource requirements; the Project's financial viability; and risks and contingencies that may affect the Project's cost, duration, execution and completion.
- 5.2. By submitting Competitive Proposals, Challengers or Prospective Bidders shall be presumed to have fully examined and accepted all the terms and conditions of the Tender Docs including the JVA.

- 5.3. No Challenger or Prospective Bidder shall solicit any information from or shall have the right to be informed directly or indirectly by any official, employee or consultant of the City of Carmona other than through official BAC correspondences or bid bulletins addressed to all Challengers or Prospective Bidders. The City of Carmona shall not be responsible for any unauthorized information or verbal instruction from sources other than the BAC through its Chairman or his duly authorized representative. No inquiry on the Competitive Challenge Process shall be entertained unless coursed through the BAC Chairman in writing.

6. COSTS AND EXPENSES OF PARTICIPATION

- 6.1. Interested parties and Challengers or Prospective Bidders shall bear all costs associated with their participation in the Competitive Challenge Process including the preparation and submission of their Competitive Proposals, the submission of the Bid Security, the costs of reproducing and notarizing the JVA upon execution, and all possible losses or damages resulting from those acts. The City of Carmona shall not be held responsible or liable in any way for such costs, losses or damages (whether incurred by it directly or by its advisors, Affiliates, or other persons) regardless of the results of the Competitive Challenge Process.

7. PARTICIPATION OF CHALLENGERS

- 7.1. Challengers or Prospective Bidders may participate by accomplishing the following:
- 7.1.1. submitted their notarized Expression of Interest (“EOI”) to submit comparative proposals on or after the publication of the first Invitation for Comparative Proposals, but before the deadline for the last day of registration of Challengers and purchase of the Tender Docs in accordance with Section 4.2 (*Indicative Competitive Challenge Schedule*);
 - 7.1.2. executed the prescribed form of the Non-disclosure Agreement; and

- 7.1.3. paid the non-refundable amount (“Participation Fee”) of One Million Pesos (Php1,000,000.00) in the form of a manager’s check, issued by a universal bank, payable to the City of Carmona for the Tender Docs.

No transfer or assignment of the purchased bidding documents by the purchasing entity to a third party (other than the Consortium in which the purchasing entity is a member or an Affiliate of the purchasing entity) shall be allowed, except with the prior written consent of the BAC.

- 7.2. For the purpose of purchasing the Tender Docs, the person allowed to acquire the Tender Docs shall be:

- 7.2.1. the Challenger or Prospective Bidder itself;

- 7.2.2. an Affiliate of the Challenger; or

- 7.2.3. an Authorized Representative or agent of the Challenger or Prospective Bidder.

- 7.3. The last day for the registration of Challengers or Prospective Bidders and the purchase of the Tender Docs will be sixty (60) calendar days from the first issuance of this ITC. If no person/entity registered as a Challenger and purchased the Tender Docs on or before the said deadline, the BAC can declare that there are no Challengers or interested parties and that no timely, valid and responsive challenge has been made. The BAC can then proceed to award the Project to the Original Proponent.

8. QUERIES AND SUPPLEMENTAL NOTICES

- 8.1. Addressed to BAC Chairman

Only parties that have registered and purchased the Tender Docs can send their written queries on any aspect of the Project and the Competitive Challenge Process either by personal delivery or email to the Chairman of the BAC, as follows:

BAC of Carmona

Attention	:	Maria Eleanor L. Ledesma
Position	:	Chairman
		Bids and Awards Committee
Address	:	City Government of Carmona, J.M Loyola
		Street, Barangay 4 Poblacion, City of Carmona
		4116, Cavite, Philippines

Email : leipo@carmona.gov.ph
mylene518@yahoo.com.sg
carmonabudgetoffice@yahoo.com
cc : mayorsoffice@carmona.gov.ph

8.2. Form of Query

Challengers or Prospective Bidders must use the form below for all of its submitted queries or comments:

Date:	<i>[Insert Date of Submission]</i>
Name of Challenger/ Prospective Bidder:	<i>[Insert Prospective Bidder Name]</i>

Subject	Name of Tender Docs Document and Section Number	Query or Comment	Proposed Wording or Revision (if any)

8.3. BAC Response

While the BAC will attempt to respond to all reasonable queries received at least thirty (30) days before the Competitive Proposal Submission Date, it is under no obligation to do so. Responses to queries and any modifications to the Tender Docs will be done in writing through official supplemental notices or bid bulletins issued by the BAC and sent to all Challengers that purchased the Tender Docs. Such bid bulletins may also be found on the City of Carmona website (<https://carmonagov.net/portal/bids-and-awards/>).

9. OWNERSHIP OF DOCUMENTS

- 9.1. Except for the Bid Securities that shall be returned pursuant to this ITC and the PPP Code, all documents submitted in response to the Invitation for Comparative Proposals including the Competitive Proposals and their attachments, shall become the property of the City of Carmona. Any information obtained by the City of Carmona from such documents may be reasonably used by the City of Carmona; provided, however, that information relating to the examination, clarification, evaluation and comparison of Competitive Proposals shall not be disclosed to any of the Challengers or Prospective Bidders or other persons not officially involved in the Competitive Challenge Process; provided, further, that the City of Carmona shall not have the obligation to keep any information submitted by a Challenger or Prospective Bidder confidential after the award of the Project.

10. LANGUAGE OF PROPOSAL AND FOREIGN DOCUMENTS

- 10.1. Competitive Proposals (comprising the Qualification Documents, the Technical Proposals, and the Financial Proposals) and all other submissions to the BAC in relation to the Competitive Challenge Process shall be prepared and written in the English language. Any document written in a different language (except in Filipino) shall be accompanied by a certified and notarized English translation. In case of conflict, the English translation shall prevail.
- 10.2. Any document that is signed and notarized or sworn under oath outside the Philippines must be duly apostilled by competent authority in the country of origin or duly authenticated by the nearest Philippine Embassy or Consulate, whichever is legally applicable. Before the Competitive Proposal Submission Date, a Challenger or Prospective Bidder may apply to the BAC for the submission of the originals of duly apostilled or authenticated documents as post-qualification requirements. If approved by the BAC, copies of such documents can be submitted as part of the Competitive Proposal.
- 10.3. If a foreign authority issued the document, the Challenger or Prospective Bidder should also submit a certified true copy of such document in addition to the apostille or authentication done by the relevant official referred to above.

- 10.4. If the document is a foreign law or regulation, the Challenger or Prospective Bidder need only to submit a copy of the applicable excerpt of such law or its English translation with a citation of its source, without need of submitting a copy of the entire law, unless subsequently required by the BAC. For this purpose, the Challenger should submit: (a) a certified true copy of such excerpt issued by the relevant foreign government authority, or (b) a certification from the embassy or the consular office of the relevant foreign country in the Philippines that such excerpt is an accurate copy of the foreign law.
- 10.5. For each instance in this ITC where authentication by a relevant consular official is required, the form, including language, of the authentication shall be subject to the forms and rules applicable in the relevant Philippine embassy or consular office.

11. PRE-BID CONFERENCE

- 11.1. The City of Carmona will conduct a Pre-Bid Conference for Challengers or Prospective Bidders that have purchased the Tender Docs to clarify and answer any pertinent questions on any aspect of the Project or the Competitive Challenge Process. Unless otherwise advised, details of the Pre-Bid Conference are:

Date	: June 5, 2025
Time	: 2:00 PM
Venue	: Room 210 LEDIPO Conference Room, Carmona City Hall, J.M Loyola Street Barangay 4-Poblacion, City of Carmona, Cavite

12. CONSULTATION MEETING WITH THE CITY OF CARMONA

- 12.1. By participating in the Competitive Challenge Process, a Challenger or Prospective Bidder agrees that the BAC may arrange, at its sole discretion, individual or one-on-one consultation meetings with each of the Challengers. The consultation meetings shall be held after the Pre-Bid Conference on such dates to be announced by the BAC.

- 12.2. A Challenger scheduled for a consultation meeting must submit its questions and comments at least five (5) calendar days prior to such meeting, following the same rules and procedures indicated in Section 8 (*Queries and supplemental Notices*) above. Within five (5) calendar days after the one-on-one meeting, each Challenger or Prospective Bidder must confirm in writing any questions and concerns which were raised during the meeting but had not been previously submitted to the BAC.
- 12.3. No provision, term, or condition of the Tender Docs or the Competitive Challenge Process shall be modified by statements made during the Pre-Bid Conference and the one-on-one consultation meetings unless such statements are confirmed in writing and contained in an official bid bulletin or notice issued by the BAC.

13. QUALIFICATION REQUIREMENTS

- 13.1. Challengers or Prospective Bidders must fulfill all of the Legal, Technical, and Financial Qualification Requirements described below.
- 13.2. In compliance with the PPP Code and relevant local PPP guidelines, the eligibility criteria used by the City of Carmona in determining and confirming the eligibility and qualification of the Original Proponent shall be the same as the criteria prescribed in this Tender Docs and applied to all Challengers.
- 13.3. In case the Challenger or Prospective Bidder is a Consortium, any one of its members or any of its Affiliates, must meet the Technical and/or Financial Qualifications specified below. To satisfy the Technical Qualification Requirements/Proposals, the Challenger or Prospective Bidder can also designate and appoint nominated contractors having the necessary technical experience.
- 13.4. If the Challenger or Prospective Bidder (or a Consortium Member) submits the company credentials or track record of an Affiliate to meet any of the Qualification Requirements, such Affiliate must remain an Affiliate of such Challenger or Consortium to satisfy the conditions of Section 39 (*Lock-up Rules and Substitution During the Bidding Process*).
- 13.5. Legal Qualification Requirements

To be legally qualified, the Challenger or Prospective Bidder must be:

- 13.5.1. a Filipino, or
- 13.5.2. if a corporation, must be duly registered with the Securities and Exchange Commission (“SEC”) and owned up to at least sixty percent (60%) by Filipinos, or
- 13.5.3. if a Consortium of local, foreign, or local and foreign firms, Filipinos must have at least sixty percent (60%) interest in said Consortium, or
- 13.5.4. if a cooperative, must be duly registered with the Cooperative Development Authority (“CDA”).

For purposes of determining compliance with the required constitutional or statutory requirement, the required Filipino ownership shall be determined in accordance with SEC Memorandum Circular No. 8, s. 2013, as may be amended or supplemented from time to time.

Consequently, all entities of the Prospective Bidder listed in the Bidder Composition must submit the required documents as set out in Section 14.2.2.

13.6. Technical Qualification Requirements.

To qualify to bid and submit a Competitive Proposal for the Project, the Challenger or Prospective Bidder must have achieved the following Technical Qualification Requirements.

13.6.1. Construction Experience Requirement.

The Challengers or Prospective Bidders (or in the case of a Consortium, a Consortium member) must have satisfactorily undertaken master development planning, design, engineering, and construction of an Integrated Transport Terminal and must have the following:

- 13.6.1.(a). Have undertaken the overall responsibility for development, financing, design, engineering and construction of a single Integrated Transport Terminal, with a minimum Total Project cost of Eight Hundred One Million Pesos (PHP 801,000,000.00) within the past ten (10) years from the date of opening of the Qualification Documents; and

13.6.1.(b). A valid license issued by the Philippine Contractors Accreditation Board (PCAB) for Classification/License Category AAAA, or by an equivalent accreditation institution, in the case of a foreign entity, provided that such foreign entity must secure a license and accreditation from the PCAB after the Winning Proponent is awarded the Project.

13.6.2. Operations and Maintenance (“O&M”) Experience Requirement

13.6.2.(a). Have at least five (5) years of Integrated Transport Terminal O&M experience.

13.6.2.(b). Have operated and managed a single Integrated Transport Terminal project with a recorded minimum average daily foot traffic of forty-two thousand (42,000) passengers for a single year.

13.6.2.(c). Have operated and managed a single Integrated Transport Terminal project with a recorded minimum average daily dispatch of one hundred eighty (180) buses for a single year.

13.6.2.(d). Have endorsed to, or provided assistance to the Department of Transportation and/or the Land Transportation Franchising and Regulatory Board in the successful issuance of at least 50 public utility vehicle franchises / certificates of public convenience for a single Integrated Transport Terminal Project within a period of 5 years from the time it commences operations.

13.6.3. Key Personnel Experience Requirements

The Challenger or Prospective Bidder (or in the case of a Consortium, a Consortium member) or its Affiliate must have key personnel who have experience described below.

No	Experience Required	Minimum Experience
1	Construction/Project Manager	5 years

No	Experience Required	Minimum Experience
	<ul style="list-style-type: none"> - Responsible for overseeing the overall development of the SLITX based on applicable rules and regulations. 	
2	General Manager <ul style="list-style-type: none"> - Responsible for the strategic direction and tactical initiatives for financial, customer satisfaction, operations, and organizational capacity goals of the SLITX. 	5 years
3	Operations Manager <ul style="list-style-type: none"> - Responsible in providing strategic directions for vehicle movements, and daily operational activities of the SLITX. 	3 years
4	Facilities Manager <ul style="list-style-type: none"> - Responsible for adherence to the facility maintenance plans and overall management of hard and soft services of the SLITX. 	3 years

For as long as one of the entities proposed to meet any of the Technical Qualification Requirements above is qualified, the Challenger or Prospective Bidder shall be deemed to have met that particular requirement.

Since the structure of the bidding is a Competitive Challenge Process (which follows the three-envelope or simultaneous qualification system), no application for the substitution of an entity meeting any Legal, Technical or Financial Qualification Requirement will be received or approved by the BAC after the Comparative Proposal Submission Date.

13.7. Financial Qualification Requirements

To qualify to bid and submit a Competitive Proposal for the Project, the Challenger or Prospective Bidder must meet the following Financial Qualification Requirements:

13.7.1. Equity Requirements

The net worth of the Challenger or Prospective Bidder, or in the case of a Consortium, the net worth of the Lead Member must be equivalent to at least thirty percent (30%) of the Total Project cost which, in turn, is equivalent to Two Hundred Forty Million Three Hundred Thousand Pesos (PHP 240,300,000.00) or its equivalent in foreign currency. This net worth requirement must be met for each of the past three financial years – 2021, 2022, 2023 - based on the respective audited financial statements. This requirement shall be supported by the requirements set forth in Section 14.2.2.

Alternatively, the Challenger or Prospective Bidder can submit proof of set-aside deposits equivalent to the same amount.

In case of a Consortium, the entity who will fulfill the financial qualification requirements must have adequate net worth to invest at least forty percent (40%) equity share in the Consortium.

13.7.2. Debt Requirements

The Challenger or Prospective Bidder (must be in a good financial standing and is qualified to obtain credit accommodations to finance the Project in an amount up to seventy (70%) of the Total Project cost equivalent to Five Hundred Sixty Million Seven Hundred Thousand Pesos (PHP 560,700,000.00). This amount may be reduced to the extent of its excess minimum net worth indicated in Section 13.7.1 (*Equity Requirements*).

14. QUALIFICATION DOCUMENTS (FIRST ENVELOPE)

14.1. On the Competitive Proposal Submission Date, the Challenger must submit its Competitive Proposal comprising its Qualification Documents consisting of the Legal, Technical, and Financial Qualification Requirements.

14.2. The Qualification Documents shall consist of the following documents:

14.2.1. Bidder Composition

Accomplished Bidder Composition form as prescribed in Annex QD-1A or QD-1B. The Bidder Composition must contain:

- 14.2.1.(a). Information about the Challenger or Prospective Bidder;
- 14.2.1.(b). In case of a Consortium, this document must show the Lead Member and all Consortium members, with an undertaking or confirmation that the Consortium is Philippine majority-owned-and-controlled. A legally binding agreement between the Consortium members shall also be attached stating its members' willingness collaborate and participate for this Project; and
- 14.2.1.(c). The Bidder Composition must also indicate the entities which fulfill the Qualification Requirements in Section 13 (*Qualification Requirements*) above and any Affiliates of these entities whose projects, experience, or financial capability are being submitted to comply with such Qualification Requirements. For each entity using an Affiliate in order to fulfill a specific Qualification Requirement, evidence of such affiliation should be attached to the Bidder Composition (such as the General Information Sheet, certified list of shareholders, sworn certification of affiliation from the independent/external auditor, or similar proof).

14.2.2. Company Information

Accomplished Company Information form as prescribed in Annex QD-2 to be submitted by all entities that are identified and listed on the Bidder Composition.

Required Attachments: For all entities submitting this form:

- 14.2.2.(a). A certified true copy of its latest General Information Sheet (“GIS”) 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 juridical personality or capacity.

The certification may come from either the SEC or its equivalent in a foreign country, or the entity’s corporate secretary, or the Consortium’s Authorized Representative. If it comes from the entity’s corporate secretary or the Authorized Representative, the certification must be under oath or notarized. If the certification is issued and notarized outside the Philippines, it must be duly apostilled or authenticated before a Philippine consular official at the Philippine embassy or consulate nearest the place of issue.

If in a particular foreign jurisdiction there is no document equivalent to the GIS, the corporate secretary 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.

- 14.2.2.(b). Certified true copy of the 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 juridical personality or capacity. The SEC Certificate of Incorporation or the equivalent document for a foreign entity must be certified by the SEC or its equivalent in a foreign country, or the entity's corporate secretary, or the Consortium's Authorized Representative. If the certification is issued outside the Philippines, it must be apostilled or authenticated before a Philippine consular official at the Philippine embassy or 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 BAC will accept a certified true copy of the Certificate of Incorporation issued by the registrar of the corporation.
- 14.2.2.(c). Certified true copies of the Articles of Incorporation and By-laws or for a foreign entity, the equivalent company constitutional documents 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 juridical personality or capacity. The Articles of Incorporation and By-laws may be certified either by the SEC or its equivalent in a foreign country, or by the entity's corporate secretary or the Authorized Representative. All certifications by the entity's corporate secretary or Authorized Representative must be under oath and notarized. If the certification is issued and notarized outside the Philippines, it must be apostilled or authenticated before a Philippine consular official at the Philippine embassy or consulate nearest the place of issue.

- 14.2.2.(d). Board of Director's Resolution authorizing the participation of the Corporation in the Competitive Challenge Process for the Project. In case of a Consortium, each of the members' Board of Director's Resolution authorizing the participation of the Corporation as a Consortium indicating the names of each of the members, designation of the Lead Member and the entity satisfying the qualification requirements.
- 14.2.2.(e). Certified true copy of the valid Business/Mayor's Permit or Operating License from the relevant local government unit or its equivalent document in the case of foreign entities
- 14.2.2.(f). Certified true copy of the Bureau of Internal Revenue (BIR) Tax Clearance pursuant to Executive Order No. 398, series of 2005 (NOTE: To be submitted by the Challenger or Prospective Bidder and each Consortium Member)
- 14.2.2.(g). Certified True Copies of its last three (3) years Audited Financial Statement as stamped received by the Bureau of Internal Revenue.

14.3. Certificate of Absence of Unsatisfactory Performance Record

All of the entities identified and listed on the Bidder Composition must accomplish the Certificate of Absence of Unsatisfactory Performance Record using the form prescribed in Annex QD-3.

14.4. Construction Experience Documents

The entity or entities which fulfill Construction Experience requirement in Section 13.6.1 (*Construction Experience Requirement*) above, as identified in the Bidder Composition in accordance with the Section 14.2.1 (*Bidder Composition*) shall submit:

- 14.4.1. Accomplished Annex QD-4 (*Certified List of Construction Projects*) which enumerates the list of **completed** projects demonstrating the prescribed development, financing, design, engineering and construction experience indicating the project name, location, name of project owner, contact

details of project owner, scope of work, size of the project, contract cost, start date, and completion date. The List of Completed Projects must be signed and certified correct by the Challenger or Prospective Bidder (NOTE: To be submitted by the Consortium member, or Affiliate that meets the relevant Technical Qualification Requirement.);

14.4.2. Certified true copy of the valid construction license issued by the PCAB for Category “AAAA”, in the case of a Philippine-based entity or, in the case of a foreign entity, an equivalent license issued by the proper accreditation institution in the foreign entity’s country of origin, provided that such foreign entity must secure a license and accreditation from the PCAB after the Winning Bidder is awarded the Project. The certified true copy of the PCAB license (or its equivalent in the case of a foreign entity) must be issued by the relevant body issuing such license/certification. A certified copy of the PCAB license (or its equivalent) will be accepted, provided that it is accompanied by a notarized certification issued by the relevant officer of the entity required to submit this document or by the Authorized Representative of the Consortium that such copy is a true and faithful reproduction of the original license; and

14.4.3. If an Affiliate of the Challenger or Prospective Bidder will fulfill any of the Construction Experience Requirements, evidence of such affiliation must be attached to the Bidder Composition.

14.5. O&M Experience Documents

The entity or entities which fulfill the O&M Experience Requirements in Section 13.6.2 (*O&M Experience Requirement*) above, as identified in the Bidder Composition in accordance with the Section 14.2.1 (*Bidder Composition*) shall submit:

14.5.1. Accomplished Annex QD-5 (Certified List of O&M Projects) which enumerates the list **completed and ongoing** projects demonstrating the prescribed O&M services experience indicating the project name, location, name of project owner, contact details of project owner, scope of work, size of the project, contract cost, highest average daily foot traffic for a single year, highest average daily dispatch for a single year, number of successful issuance of certificate of public convenience start date, completion date. The List of Completed and Ongoing Projects must be

signed and certified by the Challenger. (NOTE: To be submitted by the Consortium Member, Affiliate, or nominated O&M Services Contractor that meets the relevant Technical Qualification Requirement.); and

- 14.5.2. If an Affiliate of the Challenger or Prospective Bidder will fulfill any of the O&M Experience Requirements, evidence of such affiliation must be attached to the Bidder Composition.

14.6. Key Personnel Experience Documents

The Challenger or Prospective Bidder shall submit the following Key Personnel Documents set out in this section satisfying the requirements prescribed in Section 13.6.3 (*Key Personnel Experience Requirements*) above. The following documents must be submitted:

- 14.6.1. Accomplished Undertaking Regarding Key Personnel Experience as prescribed in Annex QD-6;

- 14.6.2. The latest curriculum vitae (showing the recent photo, company affiliation and position, relevant work experience and completed projects, professional license, and educational attainment) of each nominated key personnel must be attached;

- 14.6.3. If the nominated Key Personnel are currently employed by the Challenger or Prospective Bidder, the Challenger or Prospective Bidder shall be willing to transfer or second the personnel to the project upon award; and

- 14.6.4. If the nominated key personnel are not currently employed by the Challenger or Prospective Bidder, the nominated personnel shall submit an undertaking stating their willingness to be hired by the Challenger or Prospective Bidder in the event that the project is awarded.

14.7. Statement of Financial Capability (Using the form prescribed in Annex QD-7).

The entity or entities which fulfill the Financial Qualification Requirements in Section 13.7 (*Financial Qualification Requirements*) above, as identified in the Bidder Composition, shall submit:

14.7.1. Accomplished and notarized Statement of Financial Capability as prescribed in Annex QD-7;

14.7.2. Certified true copy of the last three (3) years audited financial statements which are acknowledged or stamped “Received” by the Bureau of Internal Revenue (“BIR”) or for foreign entities, the appropriate government tax agency equivalent to the BIR in the foreign country where the foreign entity was registered for recognition or creation of its juridical personality. The certified true copy of the latest audited financial statements may be issued by the relevant officer of the entity which fulfils the Financial Qualification Requirement or by the Authorized Representative of the Consortium.

14.7.3. At least one (1) bank testimonial letter from a domestic universal or commercial bank or an international bank duly licensed or recognized by the Bangko Sentral ng Pilipinas (“BSP”), certifying that the Challenger or the Lead Member of the Consortium is banking with them and is in good standing and is willing to lend the amount stated in Section 13.7.2 (*Debt Requirements*); and

14.7.4. In a case of a Consortium, where the Lead Member of the Consortium or its Affiliate will comply with the Financial Qualification Requirements in Section 13.7 (*Financial Qualification Requirements*) above, attach evidence of such affiliation in the Bidder Composition in accordance with Section 14.2.1 (*Bidder Composition*) above.

14.8. Notarized Application to Qualify and Submit Competitive Proposal.

The Challenger or the Prospective Bidder (in case of a Consortium, the Lead Member on behalf of the Consortium) must submit an accomplished and notarized Application to Qualify and Submit Competitive Proposal as prescribed in Annex QD-8.

15. TECHNICAL PROPOSAL (SECOND ENVELOPE)

The Technical Proposal shall be prepared by the Challenger or Prospective Bidder and must contain the following information and documents:

15.1. SLITX Study

High quality pre-investment, pre-feasibility, or business case study that discusses and presents the Challenger’s understanding and assessment of the SLITX, and how it intends to successfully

implement and to comply with the Minimum Performance Standards and Specifications, and Key Performance Indicators set out in the JVA, following the form and providing the content prescribed in Annex TP-1. The SLITX Study should not be more than two hundred (200) pages (inclusive of schedules or annexes).

15.2. Acceptance and Compliance Statement

Accomplished and notarized Acceptance and Compliance Statement as prescribed in Annex TP-2 with the following contents:

- 15.2.1. Sworn statement unconditionally accepting all the terms and conditions of the Competitive Challenge Process, the Tender Docs including the JVA, and any revisions duly approved by the BAC;
- 15.2.2. In line with applicable government rules and guidelines on unsolicited proposals, the successfully negotiated and approved JVA will be considered final and non-negotiable on the part of the Challengers.

15.3. Bid Security

- 15.3.1. Prescribed Bid Security in the form and amount in accordance with Section 15.3.4 below. The Bid Security required to be submitted as part of the Competitive Bid Proposal may be in cash, certified check, manager's check, letter of credit, or bank draft/guarantee issued by a reputable local/foreign bank, or a surety bond callable on demand issued by the GSIS or an entity duly registered and recognized by the Office of the Insurance Commission acceptable to City of Carmona in the amount stated below.
- 15.3.2. The Bid Security shall guarantee that the Challenger will abide by all the rules of the Competitive Challenge and that if selected as the Winning Bidder, it shall: comply with all the conditions and requirements specified in the Notice of Award and other Post-Award Requirements; post the required performance security; and enter into the final Joint Venture Agreement with the City of Carmona, all within the prescribed periods.
- 15.3.3. The Bid Security shall be valid for a period of one hundred eighty (180) days from the date of opening of the Bids in accordance with Section 4.2 (*Indicative Competitive Challenge Schedule*). The list of universal and commercial banks duly licensed by the BSP may be viewed and verified

at its official website (<https://www.bsp.gov.ph>). The list of accredited insurance companies authorized to act as sureties may be viewed and verified at the Insurance Commission's official website (<https://www.insurance.gov.ph>).

- 15.3.4. The amount of the Bid Security shall be Sixteen Million Twenty Thousand Pesos (PHP 16,020,000.00) or the amount based on the following schedule prescribed in Section 73.1.(e) of the PPP Code IRR, whichever is higher.

Project Cost	Required Bid Security
Less than Php 5 billion	2% of Project Cost
Php 5 billion to less than Php 10 billion	Php 100 million + 1.5% of the Project Cost excess over Php 5 billion
Php 10 billion and above	Php 175 million + 1.0% of the Project Cost excess over Php 10 billion

- 15.3.5. Interest earned on the Bid Security, if any, shall accrue in favor of the City of Carmona. Any cost incurred in the posting and submission of the Bid Security shall be assumed by the Challenger and shall not be reimbursed by the City of Carmona.
- 15.3.6. The Bid Security may be issued for the account of the Challenger or its Affiliate satisfying the financial qualification requirements, or in case of a Consortium, for the account of the entity satisfying the financial qualification requirements or any Consortium member, provided that the total amount of the Bid Security shall be covered by a single certified check, manager's check, letter of credit, bank draft/guarantee, or a surety bond.
- 15.3.7. The original Bid Security shall be enclosed in a separately sealed envelope and marked "*BID SECURITY OF [Name of Prospective Bidder]*." The Bid Security must be placed in the envelope containing the original Technical Proposal. Failure to post the Bid Security as instructed shall be a ground for rejection of the Competitive Proposal.
- 15.3.8. Unless otherwise agreed between the Challenger and the City of Carmona, the Bid Security of an unsuccessful Challenger shall be returned and released upon submission by the Winning Bidder of its performance

security or upon expiration of the validity period of the Bid Security, whichever is later.

15.3.9. The Bid Security shall be forfeited in its entirety in favor of the City of Carmona upon the occurrence of any of the following events, regardless of whether these events are performed directly or indirectly by or for the Challenger (or in the case of a Consortium, a Consortium member), any Affiliate, due to any of the following reasons:

- 15.3.9.(a). if the Challenger or, in case of Consortium, any of its Consortium members withdraw/s its Competitive Proposal or Bid after the Competitive Proposal Submission Date;
- 15.3.9.(b). if the Proponent, any Consortium member, or Affiliate of the Proponent, the Winning Proponent (or the Project Special Purpose Company it shall form), or any of these entities (i) commits any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice or Restrictive Practice, (ii) has a conflict of interest or (iii) violates the Lock-Up Rules, regardless of the stage of the Bidding Process when the violation existed, was committed, or discovered;
- 15.3.9.(c). material or wilful misrepresentation in the Competitive Challenge Process;
- 15.3.9.(d). if the Winning Bidder fails to furnish the documents or complete the requirements stated in the Notice of Award or other Post-Award Requirements within the prescribed period;
- 15.3.9.(e). if the Winning Bidder fails to sign the Joint Venture within the prescribed period upon receipt of notification by the City of Carmona; or
- 15.3.9.(f). other valid grounds provided for by applicable laws, rules and regulations.

16. FINANCIAL PROPOSAL (THIRD ENVELOPE)

The Financial Proposal shall be prepared following the requirements and containing the information indicated below.

16.1. Financial Proposal Letter

Accomplished Financial Proposal Letter as prescribed in **Annex FP-1**, duly signed by the Authorized Representative of the Challenger stating its Financial Bid Proposal. The Financial Proposal Letter shall contain the compliance statement with regard to the financial parameters and the Financial Bid Proposal, expressed in percentage in both words and figures. If there is a discrepancy between the words and figures, the offer in words will prevail.

16.2. Financial Model

Using the prescribed contents of the Financial Model in **Annex FP-2**, the Challenger or Prospective Bidder must submit both in hard copy and in electronic form stored in an external USB drive, in Microsoft Excel format, showing all relevant assumptions, formulas, calculations and supporting work sheets, including the Challenger's offered Financial Bid Proposal, with amounts stated in Philippine Pesos and expressed in 2024 prices. The external USB drive should contain an editable and traceable version of the Financial Model. The hard copy should be signed by the Authorized Representative of the Challenger or Consortium.

16.3. Project Financing Plan

Accomplished Project Financing Plan as prescribed in **Annex FP-3** indicating the sources of funds both debt and equity. The proposed financial plan must show that it can adequately meet the Project costs, as well as the O&M costs, and still enable the Challenger to service its debt obligations, fulfill its covenants with its lenders, and realize a reasonable return on equity, with amounts stated in Philippine Pesos and expressed in 2024 prices.

16.4. No conditional Financial Proposals or offers will be considered or accepted by the City of Carmona. The Challenger must prepare its Financial Proposal strictly following the forms provided for in this ITC.

17. CONSORTIUM MEMBERS AND NOMINATED CONTRACTORS

- 17.1. A Consortium can be formed by a maximum of six (6) entities/members to qualify and participate in this Competitive Challenge Process. Each entity can be an equity or non-equity member of the Consortium. Any nominated construction contractor, and/or O&M services contractor will be considered and counted as a member of the Consortium, regardless of whether it is an equity or non-equity member. The Consortium must be Philippine majority-owned-and-controlled.
- 17.2. The Competitive Proposal should contain the company information required for each Consortium member.
- 17.3. A Lead Member must be designated to act as the Consortium's authorized company representative. The lead member must be a Philippine entity and holds the highest equity interest of at least forty percent (40%) in the Consortium. The Lead Member shall represent and shall be the point of contact of the Consortium throughout the Competitive Challenge Process.
- 17.4. The Lead Member, along with the other Consortium members, their Affiliates, and/or nominated contractors, should collectively and fully meet the Legal, Technical and Financial Qualification Requirements prescribed in Section 13 (*Qualification Requirements*) above.
- 17.5. The equity members of the Consortium will be required to contribute equity to the Project and fulfill all shareholding commitments according to the JVA.
- 17.6. Unless a special purpose company is formed by the Consortium members for the purpose of submitting a Competitive Proposal and entering into the JVA (if selected), each member shall be jointly and severally liable for the obligations of the Proponent or JV Partner in accordance with the terms of this Tender Docs and the JVA.
- 17.7. Changes in the composition of the Consortium shall be governed by and shall only be allowed according to the terms of the JVA. If such change occurs but does not strictly conform to the terms of the JVA, it would be deemed a material breach thereof and the JVA may be terminated (unless special circumstances exist that warrant its continuation) without the City of Carmona being liable in any manner whatsoever to the JV Partner. The City of Carmona shall be free to appoint a substitute firm or Consortium to assume the obligations of the JV Partner under the JVA.

- 17.8. No change in nominated contractors shall be allowed after the submission of Competitive Proposals except for valid reasons (such as but not limited to default, material misrepresentation except those affecting the qualification requirements, or bankruptcy/financial distress of the nominated contractor) and subject to the express written approval of the City of Carmona. Any substitute or replacement contractor will have to undergo the same eligibility screening and must have the same or better qualifications than the original contractor. Any violation of this rule shall be a ground for cancellation of the award or termination of the JVA, if the Consortium is selected. The nominated contractor may appoint subcontractors to perform any of the services provided that such nominated contractor will continue to be directly liable for the provision of such services and the performance of all works.

18. ONE BIDDER, ONE SUBMISSION

- 18.1. Each Challenger may submit only one qualification application and Competitive Proposal. A Challenger, Consortium Member, Affiliate, or nominated contractor cannot be a member or nominated contractor of another Consortium or bidder.
- 18.2. To ensure a level playing field and a truly competitive bidding process, the restrictions above govern the extent of affiliation and ownership between Challengers and members of another Consortium.

19. FORMAT OF SUBMISSION OF COMPETITIVE PROPOSALS

- 19.1. The Qualification Documents, Technical Proposals, and Financial Proposals (originals and copies) must be presented in the order, content and form indicated in this ITC, and must be enclosed in separately sealed envelopes or boxes.
- 19.2. Each set of the Qualification Documents, Technical Proposals and Financial Proposals should be preceded by a Title Page, a Table of Contents, and, for the Technical Proposal, an Executive Summary.
- 19.3. Labels and Marks

The three envelopes must be separately sealed and appropriately addressed and marked as follows:

<p style="text-align: center;">REPUBLIC OF THE PHILIPPINES CITY GOVERNMENT OF CARMONA</p> <p style="text-align: center;">SOUTH-LUZON INTEGRATED TERMINAL EXCHANGE (SLITX) PROJECT COMPETITIVE CHALLENGE</p> <p><i>[QUALIFICATION DOCUMENTS/ TECHNICAL PROPOSAL/ FINANCIAL PROPOSAL]</i></p> <p><i>[NAME AND ADDRESS OF CHALLENGER]</i></p> <p><i>[DATE OF SUBMISSION]</i></p> <p>ORIGINAL/COPY NO. __/CD DO NOT OPEN UNTIL [●], 2025</p>
--

If any of the envelopes are not properly sealed and/or marked as instructed above, the BAC shall not assume any responsibility for the loss or misplacement of the Competitive Proposal.

19.4. Document Size and Binding

The Competitive Proposal must be printed either in standard A4 or letter-size paper and bound together in book or ring binders of adequate size, if necessary. The Competitive Proposal must be paginated and written at a minimum 12-sized font. Spacing between lines must be at least single to double space.

19.5. Original and Number of Copies

19.5.1. All Challengers must prepare and submit sufficient number of copies of their Competitive Proposals, as follows:

- 19.5.1.(a). One (1) complete original and printed set of the Qualification Documents, Technical Proposal, and Financial Proposal, clearly marked or identified as the “ORIGINAL”
- 19.5.1.(b). Three (3) printed copies each of the Qualification Documents, Technical Proposal, and Financial Proposal, clearly marked or identified as “COPY NO. 1, 2 or 3” and enclosed in the same envelopes as the originals

- 19.5.1.(c). Two (2) external USB drives each containing electronic copies of the complete Qualification Documents
 - 19.5.1.(d). Two (2) external USB drives each containing electronic files of the complete Technical Proposal
 - 19.5.1.(e). Two (2) external USB drives each containing electronic files of the Financial Proposal including the Financial Model
 - 19.5.1.(f). One (1) original of the Bid Security in a separately sealed envelope attached to or contained in the original Technical Proposal and marked "Bid Security of *(name of Challenger)*."
- 19.5.2. All electronic files, including all attachments and supporting documents, shall be in Portable Document Format (.pdf). In the case of the Financial Model, it should be a Microsoft Excel working file in a traceable format, where the assumptions/inputs, together with their sources of data and information, shall be shown in a summary sheet, and are appropriately linked to the relevant computation work sheets of the model, and which will sufficiently enable the Approving Body to analyze and decide on a proposed project.
- 19.5.3. Each electronic copy of the Qualification Documents, Technical Proposal and Financial Proposal shall be scanned as separate documents and should have file names that correctly reflect the title of the document. For easier checking, Challengers should not scan and store the documents as one continuous electronic file or document.
- 19.5.4. The envelope containing each set of USB drives shall be marked and labeled as instructed in Section 19.3 above. The pertinent USB drives must be submitted and enclosed in the proper envelope or box for the Qualification Documents, Technical Proposal, or Financial Proposal.
- 19.5.5. In the event the same document is used in compliance with multiple requirements under this ITC, the submission of one original document that is certified, notarized, apostilled or authenticated (whenever required) and which serves as the equivalent of two or more documents

required under this ITC, shall be considered sufficiently compliant with all such requirements. The use of photocopies of this same document in other parts of the original set is acceptable. Apart from this exception, the original set must consist of the original versions of the Qualification Documents, Technical Proposal and Financial Proposal.

19.5.6. In case of any doubt, inconsistency, deficiency, or missing information or documents, the original version of the Competitive Proposal shall be binding.

19.5.7. In the event of any conflict between the printed (paper) copies and the electronic copies, the printed (paper) original set shall prevail.

19.6. Signatures and Initials

The Competitive Proposal must be signed in the name of the Challenger followed by the signature, name and title of the Authorized Representative who is authorized to bind the Challenger or the Consortium to the Competitive Proposal, as identified in Annex QD-8.

The Financial Proposal Letter must be signed on the signature page and initialed by such Authorized Representative on every page.

20. PROCEDURES FOR SUBMISSION AND OPENING OF QUALIFICATION DOCUMENTS

20.1. On the Competitive Proposal Submission Date, Challengers are required to submit their Competitive Proposals to the Chairman, BAC for the SLITX, City Government of Carmona.

20.2. All Competitive Proposals must be submitted before 2:00 P.M. on the Competitive Proposal Submission Date set out in Section 4.2 (*Indicative Competitive Challenge Schedule*). The date and time of submission shall be recorded through the use of the official clock set at Philippine Standard Time (PST) as publicly displayed at <https://oras.pagasa.dost.gov.ph>. The Challengers shall be responsible for synchronizing their timepieces with the official clock.

- 20.3. Every Competitive Proposal submitted shall be numbered in the order received and stamped with the time of receipt. In addition, the receipt of each set of Competitive Proposals will be recorded in a register in the order of receipt specifying the date, time and name of the Challenger submitting the same.
- 20.4. Competitive Proposals submitted after 2:00 P.M. on the Competitive Proposal Submission Date shall not be accepted and any late Challenger shall be disqualified. Thereafter, the same shall be returned unopened.
- 20.5. After 2:00 P.M. of the same date, the BAC will begin the opening proceedings by announcing the names of the Challengers that submitted Competitive Proposals and other details that the BAC may consider appropriate. The BAC will then proceed with the opening of envelopes containing the Qualification Documents (First Envelope) of each Challenger, one at a time, in the order in which the Competitive Proposals were received.
- 20.6. Each Challenger shall name a designated representative who shall have written authorization from the Challenger or Lead Member to officially participate in the proceedings and to respond to the BAC should it have any queries regarding the submission of the Competitive Proposal. The representatives for each Challenger who attend the opening proceedings shall sign the register confirming their attendance.
- 20.7. At the opening proceedings, the BAC will conduct an initial completeness check of the Competitive Proposal.
- 20.8. The BAC reserves the right to conduct a virtual submission and opening of Competitive Proposals.
- 20.9. Withdrawal and/or modification of Competitive Proposals shall not be allowed after the Competitive Proposal Submission Date. Competitive Proposals requested to be withdrawn prior to the deadline shall be returned unopened to the Challenger. A Challenger that withdraws its Competitive Proposal shall not be permitted to resubmit it or submit another proposal, directly or indirectly, for the Project. The withdrawal by a Challenger of its Competitive Proposal at any time after the Competitive Proposal Submission Date shall be a ground for the forfeiture of the Bid Security.

21. EVALUATION OF QUALIFICATION DOCUMENTS

- 21.1. After the Competitive Proposal Submission Date, the BAC shall first examine in detail the Qualification Documents. The detailed evaluation of the Challenger's eligibility and compliance with the Legal, Technical and Financial Qualification Requirements for the Project shall be based solely upon the Qualification Documents submitted.
- 21.2. The BAC reserves the right to seek clarification from Challengers on the form and contents of their Qualification Documents. The BAC also reserves the right to make inquiries with any person, government authority, officer, director, employee, advisor or other agent of any Challenger, Consortium Member, nominated contractor, bank, client, and project owner for the purpose of clarifying any matter included in the Qualification Documents.
- 21.3. All submitted information and any clarifications requested by the BAC shall be evaluated against the criteria for qualification set out in Section 13 above and the documents required in Section 14. Evaluation of the Qualification Documents shall be done on a "Pass-or-Fail" basis. The Challenger and its overall rating for the evaluation will be "Qualified" if each qualification or eligibility criterion is rated "Passed" and each required Qualification Document and its attachments have been submitted and are complete. The Challenger and its overall rating will be "Disqualified" if any criterion is rated "Failed" and/or if any required Qualification Document or attachment is missing.
- 21.4. The BAC will notify all Challengers as to whether they passed the qualification stage or not ("Notice of Qualification"). All Challengers which pass the qualification stage shall be known as the Qualified Challengers. In the same notice, the BAC shall also inform each Challenger as to which of the nominated contractors have passed.

22. OPENING OF TECHNICAL PROPOSALS

- 22.1. Thereafter, the BAC shall open the Technical Proposals of the Challengers whose Qualification Documents were not rejected and initially determine whether each Technical Proposal is complete and compliant with the Tender Docs. Thereafter, detailed evaluation of the Technical Proposals will be done applying the technical evaluation criteria set forth below.
- 22.2. Technical Proposals that are determined to have incomplete submissions or information, or are not accompanied by the Bid Security in the required form, amount and period of validity, shall be automatically rejected.

- 22.3. Qualified Challengers who do not pass the technical evaluation shall not be considered further and the BAC shall return their Financial Proposals unopened together with a letter stating the reasons for their failure and disqualification from the Competitive Challenge.

23. EVALUATION OF TECHNICAL PROPOSALS

23.1. Technical Presentation and Clarification

The BAC may request that a technical presentation by each Qualified Challenger be provided during the Technical Proposal evaluation period. The BAC reserves the right to make inquiries with any person, government agency, client organization, Consortium Member, officer, employee, advisor or other agent of any Challenger for the purpose of clarifying any matter included in its Technical Proposal.

During the examination and evaluation of the contents of a Qualified Challenger's Technical Proposal, the BAC may also request such Challenger to clarify certain portions of its Technical Proposal. Clarifications shall be limited to providing explanations to documentation, information or analysis provided in the Technical Proposal, but shall not involve the submission of missing requirements, additional elements, enhancements or modifications to the Technical Proposal.

23.2. Evaluation Method and Criteria

The BAC will evaluate the Technical Proposal of each Qualified Challenger strictly on a "Pass-or-Fail" basis, and shall complete the evaluation within thirty (30) calendar days from the date the bids are opened. A Technical Proposal will be rated "Passed" if: (a) it is complete and contains the Bid Security in sufficient form, value and substance; (b) its understanding of the Project and its proposed approach, methodology and implementation plan are deemed technically feasible and sound, operationally feasible, and fully responsive to the requirements set forth in the JVA and the Section 15 above; and (c) it is in accordance with the environmental standards set forth by the Department of Environment and Natural Resources, and social standards provided in applicable laws, rules, and regulations. Failure to pass the technical evaluation will result in the rejection of the Challenger. Thereafter, the BAC shall return the Challenger's Financial Proposal together with a letter stating the reasons for the rejection.

24. OPENING OF FINANCIAL PROPOSALS

- 24.1. The Financial Proposals of Qualified Challengers that pass the technical evaluation shall thereafter be opened by the BAC. The representative of each Challenger will be invited to attend and witness the opening (either in person or virtually). The Financial Proposals of the eligible and technically complying Challengers shall be evaluated based on the financial evaluation criteria prescribed below.
- 24.2. Those who pass the technical evaluation will have their Financial Proposals opened and evaluated. To be responsive and considered for evaluation, the Challenger must propose a higher Financial Bid Proposal in favor of the City of Carmona compared to what was offered by the Original Proponent, which will function as a reserve price.
- 24.3. The offer of the Original Proponent will be disclosed during the opening of Financial Proposals.

25. EVALUATION OF FINANCIAL PROPOSALS

- 25.1. The Financial Proposals of technically compliant Challengers will be opened and evaluated on the date prescribed on Section 4.2 (*Indicative Competitive Challenge Schedule*).
- 25.2. The Challenger proposing the highest Financial Bid Proposal in favor of the City of Carmona, which must be higher than the offer made by the Original Proponent, shall be considered the Highest Ranked Challenger. No enhancement or offer to pay any sum, concession fee or other premium to the City of Carmona will be considered or evaluated.
- 25.3. In the event that two or more Competitive Proponents are determined as the Highest Competitive Proponent (the “Tied Highest Proponents”), the tie shall be broken by the drawing of lots or by similar non-discretionary and non-discriminatory methods where results are based on sheer luck or chance, as prescribed by Section 79 of the PPP Code IRR. The drawing of lots shall be documented, and the Authorized Representatives of the Tied Highest Proponents shall be invited to view the drawing of lots to ensure transparency.

- 25.4. The BAC shall declare the highest, responsive Competitive Bid submitted by a Qualified Proponent that is better than the Offer of the Original Proponent. If no other Competitive Bid is determined to be better than the offer of the Original Proponent, the Project shall immediately be awarded to the Original Proponent.
- 25.5. If no Competitive Bids are received by the BAC after the time and date of the Competitive Bid Submission, the Project shall immediately be awarded to the Original Proponent.
- 25.6. The Winning Bidder's Financial Proposal will be incorporated in the relevant clauses and schedules of the Joint Venture Agreement.

26. OTHER GROUNDS FOR DISQUALIFICATION AND APPEALS

- 26.1. A Challenger or Prospective Bidder may also be disqualified from the Competitive Challenge Process for any of the following reasons:
 - 26.1.1. material or willful misrepresentation in the Competitive Challenge Process;
 - 26.1.2. Corrupt Practice, Fraud, Collusion, Coercion, Undesirable or Restrictive Practice in the Competitive Challenge Process as set out in Section 36 (*Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice, and Restrictive Practice*) below;
 - 26.1.3. any form of political or other lobbying with respect to the Competitive Challenge Process;
 - 26.1.4. illegal conduct or attempt to influence the BAC's evaluation of the Competitive Proposals;
 - 26.1.5. any Conflict of Interest that would give it any unfair advantage in the Competitive Challenge Process as set out in Section 37 (*Conflict of Interest*) below;
 - 26.1.6. any Outstanding Dispute with the City of Carmona as set out in Section 38 (*Outstanding Dispute with the Government*);
 - 26.1.7. failure to comply with any of the terms, conditions and instructions of the Tender Docs; or
 - 26.1.8. other grounds for rejection or disqualification of Challengers or bidders under the PPP Code, its IRR, and

other applicable government procurement, PPP and joint venture laws, rules and regulations.

- 26.2. The grounds for disqualification above shall also apply to all Consortium members (in case the Challenger or Prospective Bidder is a Consortium), and any nominated contractor of the Challenger or Prospective Bidder.
- 26.3. A Challenger or Prospective Bidder that has been disqualified or rejected may file a written and legally sworn request for reconsideration with the BAC within five (5) calendar days upon receipt of the notice of disqualification. The BAC shall render a decision within ten (10) calendar days upon receipt of the request for reconsideration.
- 26.4. In the event that the request for reconsideration is denied, the Challenger may appeal the disqualification by filing a verified protest or appeal with the Office of the City Mayor within ten (10) calendar days from receipt of the notice of denial of the request for reconsideration, accompanied by a non-refundable appeal fee in an amount equivalent to one-half of one percent ($\frac{1}{2}$ of 1%) of the estimated Project cost paid in cash or bank manager's/ cashier's check.
- 26.5. The Office of the City Mayor shall act on the appeal and render a decision within twenty (20) calendar days from receipt of the appeal and payment of the appeal fee. The decision of the Office of the City Mayor on the appeal shall be final and immediately executory. No award shall be made until a decision on any pending appeal is rendered.

27. VALIDITY OF COMPETITIVE PROPOSALS

27.1. Validity Period

All Competitive Proposals submitted are presumed to be continuing Bids or Offers which shall be valid and subject to acceptance for a period of one hundred eighty (180) calendar days from the date of opening of Bids. Any condition or term that provides a shorter Bid validity period shall be a ground for rejection of the Competitive Proposal for being non-responsive.

27.2. Extension of Proposal Validity

If necessary, the BAC may request the Challengers to agree to extend the original validity period. The request and response shall be made in writing and delivered by mail, personal delivery, or

email. A Challenger may refuse to grant the request without forfeiting its Bid Security but shall be disqualified from participating further in the Competitive Challenge.

A Challenger that agrees to the request for extension of the proposal validity period shall not be required nor permitted to modify its Competitive Proposal except to extend the validity of its Bid Security.

28. NO CHALLENGERS; SUBMISSION OF ONE BID

- 28.1. If there are no Challengers or if no Competitive Proposals are received or complying, the Project will be immediately and automatically awarded to the Original Proponent.
- 28.2. The submission of only one (1) Competitive Proposal will not result in a failure of the Competitive Challenge Process. Such Competitive Proposal will be opened and evaluated. If the sole Competitive Proponent passes the evaluation of its Qualification Documents, Technical Proposal and Financial Proposal, and are found to be complying, the BAC shall declare the sole proponent to be the Winning Competitive Proponent. The BAC shall proceed to the Right to Match Stage of the Original Proponent where it will now evaluate the Competitive Bid of the Winning Competitive Proponent against the matching proposal of the Original Proponent.

29. RIGHT TO MATCH

- 29.1. The Original Proponent shall be required at the date of the first day of the publication of the Invitation for Comparative Proposals to submit a bid bond equal to the amount and in the form required of the Competitive Proponents, following the requirements of these Instructions to Challengers.
- 29.2. The Challenger offering the highest Financial Bid Proposal will be considered the Highest Ranked Challenger.

- 29.3. In the event that a Competitive Proponent submits a Financial Bid Proposal better than that submitted by the Original Proponent, the Original Proponent will then have the right to match the offer of the Highest Ranked Challenger within thirty (30) calendar days from receipt of notice from the BAC. If the Original Proponent matches the offer of the highest ranked Challenger, the Original Proponent will be declared the Winning Bidder and will be awarded the Project. If the Original Proponent fails to match the offer of the highest ranked Challenger, the Project will be awarded to the Highest Ranked Challenger which will be declared the Winning Bidder.
- 29.4. The Original Proponent will exercise its right to match through a letter signed by its duly authorized representative addressed to the BAC Chairman, to be accompanied by its revised or updated Project financial model showing that the Financial Bid Proposal has been matched.
- 29.5. If there would be no responsive, qualified or complying Challenger or if no responsive Competitive Proposal is received, the Original Proponent will be automatically and immediately awarded the Project and shall enter into the Joint Venture Agreement with the City of Carmona.

30. POST-QUALIFICATION

- 30.1. The BAC shall conduct a post-qualification of the Winning Proponent. The post-qualification involves a verification of the information, representations and statements made by the Winning Proponent in its Qualification Documents, Technical Proposal and Financial Proposal, and will be conducted over a period not exceeding seven (7) calendar days. If the Winning Proponent passes the post-qualification, and is not found to have (i) engaged in any Corrupt Practice, Fraud, Collusion, Coercion, Undesirable Practice and Restrictive Practice, (ii) a Conflict of Interest, or (iii) violated the Lock-Up Rules, the BAC shall recommend to the City Mayor the issuance of the Notice of Award to the Winning Proponent.
- 30.2. Failure to pass the post-qualification will result in the disqualification of the Winning Bidder and forfeiture of the Bid Security. In such event, the BAC/City of Carmona shall consider the next best offer received and shall subject the same party to post-qualification and so on, until a Winning Bidder is able to post-qualify.

31. AWARD

31.1. Notice of Award

Within five (5) calendar days from the expiration of the period to match the offer of the Highest Ranked Challenger, or the last day for registration of Challengers or after the Competitive Proposal Submission Date, in case there is no Challenger, the BAC shall submit to the City Mayor the recommendation of award. Thereafter, the City Mayor shall decide on the award. Upon approval, the City Mayor shall issue the Notice of Award to the Winning Bidder.

31.2. Conditions for Award

The Notice of Award shall inform the Winning Bidder of the City of Carmona's decision to award the Project in its favor and shall require the Winning Bidder to submit or perform the following:

- 31.2.1. in case a special purpose company (the SPC or "Project SPC") has already been formed, proof of company registration with the SEC in accordance with Philippine laws consisting of certified true copies issued by the SEC of the certificate of incorporation, articles of incorporation, and by-laws of the SPC, the registration data sheet or a photocopy of the page(s) showing entries in the SPC's stock and transfer book, certified true by the corporate secretary, wherein the shareholders of the SPC and their respective percentage shareholdings should be same as those previously submitted documents;
- 31.2.2. sworn secretary's certificate with attached board resolution, or power of attorney designating the authorized signatory to the JVA;
- 31.2.3. proof of commitment of the required equity contribution through an undertaking, in case of a Consortium, an undertaking signed by all Consortium members, to infuse the required equity contribution into the Project by the SPC (adopt NOA-1 Form);
- 31.2.4. letters from reputable financial institutions expressing their willingness to provide sufficient credit facilities as required in the Winning Proponent's Financial Proposals, and also indicating the terms and conditions for such facilities;
- 31.2.5. Construction Performance Security in the amount and form required in this ITC and/or the JVA to replace the Bid Security. The Construction Performance Security must be issued by a universal or commercial bank licensed by the

BSP, or Surety Bond by an issuer duly licensed by the Insurance Commission;

31.2.6. in case of Consortium, the agreement indicating that the Consortium members are jointly and severally liable for the obligations of the Consortium under the JVA; and

31.2.7. other conditions that the City of Carmona may require.

31.3. The Winning Bidder shall comply with all the requirements stated in the Notice of Award and conditions set out in Section 32 (*Signing of Joint Venture Agreement*).

32. SIGNING OF JOINT VENTURE AGREEMENT

32.1. No Contract Negotiation

Except to incorporate the applicable terms of the Technical and Financial Proposals of the Winning Bidder and considering that the final terms and conditions of the Project had been previously and successfully negotiated between the City of Carmona and the Original Proponent, there shall be no contract negotiation or major amendments made to the Joint Venture and Agreement during the Competitive Challenge Process and after contract award.

32.2. Period of Execution

Within twenty (20) calendar days from receipt of the Notice of Award, the Winning Bidder shall submit all the requirements and shall comply with all the conditions for the award stated in such notice. Within five (5) calendar days from the submission of proof of compliance with all conditions for the award, the BAC will advise the Winning Bidder whether or not its submissions are satisfactory. Within five (5) days from the receipt of the advice of the City of Carmona that all conditions for the award have been fully complied, the Winning Bidder must sign the execution copy of the JVA.

32.3. Failure to Enter into Agreement

In the event of refusal, inability or failure of the Winning Bidder to sign the JVA within the prescribed time, the City of Carmona shall forfeit and call on the Bid Security without prejudice to any other right or action that the City of Carmona may decide to exercise or institute against the Winning Bidder.

In such event, the City of Carmona may consider the next best offer or Competitive Proposal and so on, until the JVA has been validly

awarded and signed.

33. NOTICE TO PROCEED OR COMMENCE IMPLEMENTATION

- 33.1. A Notice to Proceed/ Commence Implementation or similar certification shall be issued to the Proponent or Joint Venture Partner after the signing of the JVA and the fulfillment of all conditions precedent for the start of the development and implementation of the Project.
- 33.2. The full development and implementation of the Project are subject to all government consents, licenses, permits and approvals under applicable laws.

34. RIGHT TO REJECT PROPOSALS, WAIVE MINOR DEFECTS, AND NOT TO PROCEED

- 34.1. The City of Carmona reserves the right to accept or reject all or any Competitive Proposals or Bids. At any time, the City of Carmona reserves the right not to proceed with the Competitive Challenge Process and the execution of the JVA for valid reasons without prior notice or liability to any person.
- 34.2. The City of Carmona reserves the right to waive any minor defects in the Competitive Proposals and accept the proposal it deems most advantageous to the City of Carmona.

35. GENERAL CONDITIONS AND PROHIBITIONS

- 35.1. By submitting Competitive Proposals and participating in the Competitive Challenge Process, the Challenger or Prospective Bidder acknowledges and agrees that:
 - 35.1.1. It, including all Consortium members, Affiliates, nominated contractors, and their respective officers, employees, agents and advisers shall observe the highest standard of professional and business ethics during the Competitive Challenge Process.
 - 35.1.2. It, including all Consortium members, Affiliates, nominated contractors, and their respective officers, employees, agents and advisers shall not commit any Corrupt Fraudulent, Coercive, Undesirable and Restrictive Practices, as defined in this ITC.

35.1.3. It, including all Consortium members, Affiliates, nominated contractors, and their respective officers, employees, agents and advisers, will not engage in any form of political or other lobbying with respect to the Project or attempt to influence the outcome of the Competitive Challenge Process; and

35.1.4. It accepts all the terms and conditions of the Tender Docs, and it recognizes that the BAC has the right to modify any such terms of the Tender Docs at any time.

36. CORRUPT PRACTICE, FRAUD, COLLUSION, COERCION, UNDESIRABLE PRACTICE, AND RESTRICTIVE PRACTICE

36.1. For the purposes of the Tender Docs, the following terms shall have the meaning hereinafter respectively assigned to them:

36.1.1. “*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 Competitive Challenge Process or in contract execution; this also includes similar acts punishable under: (a) Republic Act No. 3019 (otherwise known as the “Anti-Graft and Corrupt Practices Act”); (b) Act No. 3815 (otherwise known as the “Revised Penal Code”); (c) Republic Act No. 6713 (otherwise known as the “Code of Conduct and Ethical Standards for Public Officials and Employees”); (d) Republic Act No. 7080 (otherwise known as “Plunder Law”); and (v) other applicable laws and relevant rules and procedures;

36.1.2. “*Fraud*” means a misrepresentation of facts in order to influence the Competitive Challenge Process to the detriment of the City of Carmona, and includes collusive practices among Challengers or Prospective Bidders (prior to or after bid submission) designed to establish financial offers or prices at artificial, non-competitive levels and to deprive the City of Carmona of the benefits of a free, transparent and open competition;

36.1.3. “*Collusion*” means a scheme or arrangement between two or more Challengers or Prospective Bidders, with or without the knowledge of the government, designed to establish

financial offers or prices at artificial, non-competitive levels;

36.1.4. “*Coercion*” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Competitive Challenge Process, or affect the execution of the Joint Venture Agreement;

36.1.5. “*Undesirable Practice*” means (a) establishing contact with any person connected with, employed or engaged by the City of Carmona or any member of the BAC with the objective of canvassing or lobbying, or (b) in any manner influencing or attempting to influence the Competitive Challenge Process, the evaluation of Competitive Proposals, or the implementation of the Joint Venture Agreement; and

36.1.6. “*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 Challengers or Prospective Bidders, Consortium members, Affiliates, and nominated contractors, with the objective of restricting, subverting or manipulating a full and fair competition in the Competitive Challenge Process.

36.2. Aside from being disqualified from the Competitive Challenge Process, any person found to be engaging in any Corrupt Practice, Fraud, Collusion, Coercion, or Undesirable or Restrictive Practices shall: (1) incur civil and criminal liability under the applicable laws and regulations, (2) forfeiture of the Bid Security, without prejudice to any other right or remedy that may be available to the City of Carmona, and (3) shall be prohibited from participating in any public bidding conducted by the City of Carmona from the date that they are found to have directly or indirectly engaged in any such practices.

37. CONFLICT OF INTEREST

37.1. Challengers or Prospective Bidders and Consortium members, including their Affiliates and nominated contractors, must not have any Conflict of Interest. Without limiting the generality of such term, any of the following will be considered a “Conflict of Interest”:

37.1.1. a Challenger, Prospective Bidder, any of its Consortium members, or any of their Affiliates (of either a Challenger or Prospective Bidder or any of its Consortium members) is a

member of another Consortium, or an Affiliate of a member of another Consortium;

- 37.1.2. a Challenger or Prospective Bidder, any of its Consortium members, or any of their Affiliates (of either a Challenger or Prospective Bidder or any of its Consortium Member) is proposed as a nominated contractor of another Challenger or Prospective Bidder;
- 37.1.3. a Challenger or Prospective Bidder, any of its Consortium members, or any of their Affiliates (of either a Challenger or Prospective Bidder or any of its Consortium members) has ownership interest of at least twenty percent (20%) in any other Challenger or Prospective Bidder, any Consortium Member of any other Challenger or Prospective Bidder, or any of their Affiliates (of either the other Challenger or Prospective Bidder or any of its Consortium members);
- 37.1.4. a member of the board of directors, partner, officer, employee, professional advisor or agent of a Challenger, Prospective Bidder, any Consortium Member, or any of their Affiliates (of either the Challenger or Prospective Bidder or any of its Consortium members), is also directly involved in any capacity related to the Competitive Challenge Process for the Project for another Challenger or Prospective Bidder, any Consortium Member of any other Challenger or Prospective Bidder, or any of their Affiliates (of either the Challenger or Prospective Bidder or any of its Consortium members) provided, however, that in relation to professional advisors, there shall be no Conflict of Interest if prior written disclosure is submitted by such professional advisor to its client Challenger or Prospective Bidder and the City of Carmona, together with a conflict management plan which must be approved by the City of Carmona. The phrase “directly involved in any capacity related to the Competitive Challenge Process for the Project” found in this Section includes the act of voting by a director on any matter related to the Competitive Challenge Process, including but not limited to the approval of the relevant entity’s participation in such process;
- 37.1.5. a Challenger or Prospective Bidder, any of its Consortium members, any of its nominated contractors, or any Affiliate of any of these, has participated as a consultant to the City of Carmona in the preparation of any documents, design,

or technical specifications of the Project in connection with the Competitive Challenge Process; or

- 37.1.6. a Challenger or Prospective Bidder, any of its Consortium members, any of its nominated contractors, or any Affiliate of any of these, engages any legal, financial, or technical advisor of the City of Carmona in relation to the Project, or anyone who is or was an employee of the City of Carmona less than one (1) year before his or her engagement by the Challenger or Prospective Bidder, any of its Consortium Member, any of its nominated contractors, or any Affiliate of any of these.
- 37.2. If at any time prior to the signing of the Joint Venture Agreement, any Challenger, Prospective Bidder, Consortium Member, nominated contractor, or any Affiliate of any of these, is found to have a Conflict of Interest as defined in this Section, it shall be disqualified from further participating in the Competitive Challenge Process. If the Conflict of Interest involves another Challenger or Prospective Bidder, then both Challengers concerned shall be disqualified.

38. OUTSTANDING DISPUTE WITH GOVERNMENT

- 38.1. For purposes of this ITC, an “Outstanding Dispute” with the City of Carmona refers to any pending judicial, administrative or alternative dispute resolution proceeding, including suspension or blacklisting proceedings, between the Challenger, Prospective Bidder, any Consortium members or any Affiliates or Contractors proposed by the Challenger or Prospective Bidder, on the one hand, and the City of Carmona, arising out of, or in connection with any bidding, project or contract of the City of Carmona, which is intended to provide a critical basic necessity and/or is of paramount public interest and importance, and where, in the opinion of the City of Carmona, such dispute would be an impediment to the successful implementation of the Project.

39. LOCK-UP RULES AND SUBSTITUTION DURING THE BIDDING PROCESS

- 39.1. From the Competitive Proposal Submission Date until the execution of the Joint Venture Agreement, the following rules (“Bidding Process Lock-Up Rules”) shall apply:
 - 39.1.1. Corporation, Partnership, or other Juridical Entity.

39.1.1.(a). For a Competitive Proponent that is a corporation, partnership, or any other juridical entity, no restrictions shall be imposed on the ownership structure of such a Competitive Proponent. Provided that, the Competitive Proponent shall ensure its continued eligibility with respect to the individual Technical and Financial Qualification Requirements as provided in this document.

39.1.2. Consortium.

39.1.2.(a). Once a Consortium is qualified to bid, the Consortium's Lead Member and the Consortium Member proposed to meet any Qualification Requirements, may not withdraw from the Consortium, nor reduce their percentage interests in the Consortium as declared in the Consortium's Qualification Documents, except as provided herein.

39.1.2.(b). The Consortium must, at all times, have a Consortium member who is qualified with respect to the Technical Qualification Requirements and the Financial Qualification Requirements. In the event, that the Consortium Member responsible for meeting the Technical Qualification Requirements and the Financial Qualification Requirements, withdraws from the Consortium, they must be replaced by a member such that the Consortium continues its eligibility with respect to the Legal, Technical and Financial Qualification Requirements as provided in this document. Withdrawing Consortium members shall be prohibited from joining any other Consortium that has been declared qualified to bid for the Project.

- 39.1.2.(c). Except for the Lead Member, the other members of the Consortium may withdraw from the Consortium prior to the Competitive Proposals Submission Date. In the event, that the Consortium member responsible for meeting the Technical Qualification Requirements and the Financial Qualification Requirements, withdraws from the Consortium, they must be replaced by a member such that the Consortium continues its eligibility with respect to the Qualification Requirements as provided in this document. The other Consortium members that withdrew from the Consortium may be substituted by new members, at the discretion of the remaining members of the Consortium. Any new member of the Consortium must comply with any individual Qualification Requirements. Withdrawing Consortium members shall be prohibited from joining any other Consortium that has been declared qualified to bid for the Project.
- 39.1.2.(d). Any change in the composition of the Consortium must be approved by the BAC.
- 39.1.2.(e). A Competitive Proponent may submit to the BAC only one (1) application for all changes in the composition of the Consortium. The application must be submitted to the BAC at least forty-five (45) days before the Competitive Proposals Submission Date. Together with such application, the Competitive Proponent should re-submit the entire Qualification Documents that should be revised to reflect the changes applied for.
- 39.1.2.(f). If the proposed change is not approved by the BAC, the applying Competitive Proponent may revert to the original Consortium composition or the shareholding structure of the Consortium, as provided in its Qualification Documents.

39.1.2.(g). Subject to the above, in the event of a withdrawal, the Competitive Proponent must only inform the BAC on the Competitive Proposals submission Date.

39.1.3. A withdrawal or substitution made in violation of this Section shall be a ground for disqualification or cancellation of the award and/or JVA, and/or the forfeiture of the Challenger's Bid Security or the Proponent's performance security, as the case may be.

40. LOCK-UP RULES DURING THE JOINT VENTURE PERIOD

40.1. No changes shall be allowed in the shareholder or equity structure of the Winning Proponent from Competitive Proposals Submission Date until the signing by the Project SPC of the Joint Venture Agreement. The following rules ("Joint Venture Period Lock-up Rules") shall apply from the signing by the Project SPC of the Joint Venture Agreement:

40.1.1. If the winning proponent is an individual, partnership, corporation, or any other juridical entity, the Winning Proponent must undertake that it or its Affiliates shall own at least fifty percent plus one (50%+1) of the voting and non-voting shares of the Project SPC until the end of the third (3rd) year from the signing date of the JVA.

40.1.2. In case the Winning Proponent is a Consortium:

40.1.2.(a). The Lead Member, or its Affiliates, shall own the highest percentage equity interest with at least forty percent (40%) of both voting and non-voting shares in the Project SPC until the end of the third (3rd) year from the signing of the JVA, the Lead Member or its Affiliates may transfer or deal with any shares in the Project SPC, provided however that notwithstanding any such transfer or any such dealing, the Lead Member or its Affiliates continues to retain the highest percentage equity interest and at least forty percent (40%) of both voting and non-voting shares in the Project SPC during the said period.

- 40.1.2.(b). The Consortium Member that fulfills the O&M Experience under the Technical Qualifications Requirements, or its Affiliates, shall own at least thirty percent (30%) of both voting and non-voting shares of the Project SPC until the end of the third (3rd) year from the signing of the JVA, such Consortium Member or its Affiliates may transfer or deal with any shares in the Project SPC, provided however that notwithstanding any such transfer or any such dealing, the Consortium Member or its Affiliates continues to retain at least thirty percent (30%) of both voting and non-voting shares in the Project SPC during the said period.
- 40.1.2.(c). Each of the Consortium members that fulfill the Financial Qualification Requirements, or their respective Affiliates, shall own at least forty percent (40%) of both voting and non-voting shares of the Project SPC until the end of the third (3rd) year from the signing of the JVA, such Consortium Member or its Affiliates may transfer or deal with any shares in the Project SPC, provided however that notwithstanding any such transfer or any such dealing, the relevant Consortium Member or its Affiliate continues to retain at forty percent (40%) of both voting and non-voting shares of the Project SPC during the said period.
- 40.1.2.(d). Provided further that, in the event that a Consortium Member is considered to satisfy more than one (1) Qualification Requirement as provided in sub-clause 40.1.2.(a) to 40.1.2.(c) above, the sub-clause under which the Consortium Member shall be required to retain a higher equity share for a longer period of time shall be applicable.

- 40.1.2.(e). The Proponent shall ensure its continued eligibility with respect to the individual Technical and Financial Qualification Requirements as provided in this document until such respective periods (vis-à-vis the specific Technical and Financial Qualification Requirements). Provided that, the shareholders may pledge or otherwise encumber their shares for the purpose of financing the Project.

41. CONSEQUENCE OF VIOLATION OF LOCK-UP RULES

- 41.1. Any violation of the Lock-Up Rules prior to the execution of the Joint Venture Agreement between the Winning Proponent and the City of Carmona shall be a ground for disqualification from the Bidding and forfeiture of the Bid Security.
- 41.2. Any violation of the Lock-Up Rules after the execution of the Joint Venture Agreement between the Winning Proponent and the City of Carmona shall be treated in accordance with the provisions of the Joint Venture Agreement.

42. GOVERNING LAW AND RULES

- 42.1. The PPP Code and other applicable Philippine laws, rules and regulations shall govern all matters not specifically covered by the ITC and the Tender Docs.

Annex QD: Qualification Documents

Table of Contents – Qualification Documents

Annex Ref.	Particulars
Annex QD-1A	Bidder Composition
Annex QD-1B	Bidder Composition – Consortium
Annex QD-2	Company Information
Annex QD-3	Notarized Certification of Absence of Unsatisfactory Performance Record
Annex QD-4	Certified List of Construction Projects
Annex QD-5	Certified List of O&M Projects
Annex QD-6	Challenger Key Personnel Experience
Annex QD-7	Notarized Statement of Financial Capability
Annex QD-8	Notarized Application to Qualify and Submit Comparative Proposal

Annex QD-1A: Bidder Composition

(for Challenger which is a single partnership or corporation)

1. Name of Challenger or Prospective Bidder:

2. Contact Information on Challenger or Prospective Bidder:

Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

3. Entity which fulfills the Construction Experience Requirement:

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: If this requirement is fulfilled by the Challenger or Prospective Bidder proposing a Construction Contractor, list not more than one (1) Construction Contractor and provide the information above.

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

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: Attach evidence of Affiliation

5. Entity which fulfills the Operations and Maintenance (O&M) Experience Requirement:

Name of entity:	
Relationship to Challenger:	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

6. Affiliates, if any, of the entity which fulfills the O&M Experience Requirements, whose completed projects are being submitted as evidence of that entity's construction experience.

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: Attach evidence of Affiliation

7. Entity which fulfills the Financial Qualification Requirement

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: If this requirement will be fulfilled collectively by more than one (1) entity, list all the entities and provide the information above for each of them.

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

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: Attach evidence of Affiliation

For and on behalf of *[Name of Challenger or Prospective Bidder]*

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

Annex QD-1B: Bidder Composition

(For a Challenger or Prospective Bidder which is a Consortium)

Name of Consortium: _____

1. Consortium Members

	Lead Member	Other Member	Other Member	Other Member
Name of entity:				
Percentage Interest in Consortium				
Type of Legal Entity (corporation/partnership)				

2. Contact Information of Consortium Members

Name of Lead Member:	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Name of Consortium Member:	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Name of Consortium Member:	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

3. Entity which fulfills the Construction Experience Requirement:

Name of entity:	
Relationship to Challenger:	
Address:	
Website:	

Contact Person:	
Contact Number:	
Email:	

Note: If this requirement is fulfilled by the Challenger or Prospective Bidder proposing a Construction Contractor, list not more than one (1) Construction Contractor and provide the information above.

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

Name of entity:	
Relationship to Challenger:	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: Attach evidence of Affiliation

5. Entity which fulfills the Operations and Maintenance (O&M) Experience Requirement:

Name of entity:	
Relationship to Challenger:	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

6. Affiliates, if any, of the entity which fulfills the O&M Experience Requirements, whose completed projects are being submitted as evidence of that entity's construction experience.

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: Attach evidence of Affiliation

7. Entity which fulfills the Financial Qualification Requirement

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	

Contact Number:	
Email:	

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

Name of entity:	
Relationship to Challenger	
Address:	
Website:	
Contact Person:	
Contact Number:	
Email:	

Note: Attach evidence of Affiliation

For and on behalf of *[Name of Consortium and Lead Member]*

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

Annex QD-2: Company Information

1. To be submitted by all entities (whether as Challenger or Prospective Bidder, Consortium Member, Contractor, Affiliate) listed on all sections of the Bidder Composition (Annex QD-1A or Annex QD-1B).

2. To be by all entities the Prospective Bidder as part of the Qualification Requirements, which includes, but not limited to, the following details:

- Certified True Copy of latest General Information Sheet (GIS)
- Certified True Copy of SEC Certificate of Incorporation
- Certified True Copy of its Articles of Incorporation, and By-Laws
- Board of Director's Resolution authorizing the participation of the Corporation in the Competitive Challenge Process for the Project. In case of a Consortium, each of the members' Board of Director's Resolution authorizing the participation of the Corporation as a Consortium indicating the names of each of the members, designation of the Lead Member and the entity satisfying the qualification requirements.
- Certified True Copy of the Business Permit or License
- Certified True Copy of the BIR Tax Clearance
- Certified True Copies of its last three (3) years Audited Financial Statement as stamped received by the Bureau of Internal Revenue

1. Name of entity :	
2. Type of entity (please check one)	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Others: (please specify) _____
3. Consortium Member or not? (please check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Nominated Contractor or not? (Please check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Affiliate of an entity listed in QD-1A or QD1B	<input type="checkbox"/> Yes, Affiliate of _____ <input type="checkbox"/> No
6. Place of Incorporation or Registration	
7. Year of Incorporation or Registration	
8. Principal Purposes or Businesses	

3. Shareholder or Partner Information

Name of Shareholder or Partner	Nationality	Percentage total of shareholding or partnership interest

(Insert rows if necessary)

4. Information on Beneficial Owners who own more than five percent (5%)
Beneficial Interest

Name of Beneficial Owner	Nationality	Percentage of total beneficial ownership

For and on behalf of *[member entity]*

For and on behalf of *[Name of Prospective Bidder]*

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

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

Annex QD-3: Notarized Certification of Absence of Unsatisfactory Performance Record

To be accomplished individually by the authorized representative of each of the Challenger or Prospective Bidder and the entities listed in all sections of the Bidder Composition (Annex QD-1 and QD-2).

Prospective Bidder:	
Entity which fulfills a Qualification Requirement:	
Qualification Requirement:	
Relationship to Bidder:	

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) Failure to substantially perform any of its material obligations on a project or contract similar to the Project;
- (b) Expulsion from a project or contract that is similar to the Project;
- (c) Termination or suspension of a project or contract that is similar to the Project due to material breach of its obligations;
- (d) Material violation of laws and/or regulations applicable to a project or contract that is similar to the Project, including but not limited to environmental, health, safety, labor and social welfare laws and regulations
- (e) Inclusion in a blacklist issued by any governmental agency; or
- (f) Involvement in any Corrupt, Fraudulent, Coercive, Undesirable, or restrictive Practice or having Conflicts of Interest.

[Date and Place of Execution]

For and on behalf of (Name of entity)

(Signature of Authorized Representative)
(Name, Title)

SUBSCRIBED AND SWORN to before me this () day of *(month and year)* in

(*place*), Affiant exhibiting to me his/her (*proof of identity acceptable under Philippine notarial regulations*), issued in (*city*) on (*date*) as competent evidence of identity.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2025.

Notary Public

Annex QD-4: Certified List of Construction Projects

To be submitted by the entity or entities which fulfill the Construction Experience Requirement, as identified in the Bidder Composition (Annex QD-1A or QD-1B).

Required attachment for each entity submitting this form:

- Certified list of Completed and Actual photos of completed projects.
- If the project was completed by an Affiliate of the entity which fulfills the Construction Experience, evidence of such affiliation.
- Certified true copy of valid PCAB license for Category “AAAA”.

Challenger or Prospective Bidder	
Entity which fulfills the Construction Requirement	
Relationship to Challenger or Prospective Bidder	(Challenger or Prospective Bidder / Consortium Member / Contractor)

1. Project Completed

Name of Project:	
Location:	
Description:	
Date of Contract:	
Date of Completion:	
Nature of Involvement:	
Client:	
Cost of Contract:	
Name of Entity* which Completed Project	

*Must be the entity identified above or an Affiliate. If an Affiliate, evidence of such affiliation must be submitted.

2. Other Completed Projects

Name of Project:	
Location:	
Description:	
Date of Contract:	
Date of Completion:	
Nature of Involvement:	
Client:	
Cost of Contract:	
Name of Entity* which Completed Project	

*Must be the entity identified above or an Affiliate. If an Affiliate, evidence of such affiliation must be submitted.

Name of Project:	
Location:	

Description:	
Date of Contract:	
Date of Completion:	
Nature of Involvement:	
Client:	
Cost of Contract:	
Name of Entity* which Completed Project	

*Must be the entity identified above or an Affiliate. If an Affiliate, evidence of such affiliation must be submitted.

For and on behalf of *[member entity]*

For and on behalf of *[Name of Prospective Bidder]*

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

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

Annex QD-5: Certified List of O&M Projects

To be submitted by the entity or entities which fulfill the O&M Experience Requirements, as identified in the Bidder Composition (Annex QD-1A or QD-1B).

Required attachment for each entity submitting this form:

- Certified list of completed and ongoing projects demonstrating the prescribed O&M Services Experiences.
- Certified list of endorsed to, or provided assistance to the Department of Transportation and/or the Land Transportation Franchising and Regulatory Board in the successful issuance of public utility vehicle franchises / certificates of public convenience.
- If the project was completed by an Affiliate of the entity which fulfills the Construction Experience Requirement, evidence of such affiliation.

Challenger or Prospective Bidder	
Entity which fulfills the Construction Requirement	
Relationship to Challenger or Prospective Bidder	(Challenger or Prospective Bidder / Consortium Member / Contractor)

1. Project

Name of Project:	
Location:	
Description:	
Name of Entity* which Completed Project	
Nature of Involvement:	
Scope of Work:	
Project Owner/Client:	
Contact of Project Owner:	
Cost of Contract:	
Date of Contract:	
Date of Completion:	
Highest Average Daily Foot Traffic for a Single Year:	
Highest Average Daily Dispatch for a Single Year:	
Number of successful public utility vehicle franchise/ Certificate of Public Convenience within 5 years from commencement of contract:	

*Must be the entity identified above or an Affiliate. If an Affiliate, evidence of such affiliation must be submitted.

2. Other Projects

Name of Project:	
Location:	
Description:	
Name of Entity* which Completed Project	
Nature of Involvement:	
Scope of Work:	
Project Owner/Client:	
Contact of Project Owner:	
Cost of Contract:	
Date of Contract:	
Date of Completion:	
Highest Average Daily Foot Traffic for a Single Year:	
Highest Average Daily Dispatch for a Single Year:	
Number of successful public utility vehicle franchise/ Certificate of Public Convenience within 5 years from commencement of contract:	

*Must be the entity identified above or an Affiliate. If an Affiliate, evidence of such affiliation must be submitted.

Name of Project:	
Location:	
Description:	
Name of Entity* which Completed Project	
Nature of Involvement:	
Scope of Work:	
Project Owner/Client:	
Contact of Project Owner:	
Cost of Contract:	
Date of Contract:	
Date of Completion:	
Highest Average Daily Foot Traffic for a Single Year:	
Highest Average Daily Dispatch for a Single Year:	
Number of successful public utility vehicle franchise/ Certificate of Public	

Convenience within 5 years from commencement of contract:	
---	--

*Must be the entity identified above or an Affiliate. If an Affiliate, evidence of such affiliation must be submitted.

For and on behalf of *[member entity]*

For and on behalf of *[Name of Prospective Bidder]*

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

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

Annex QD-6: Challenger Key Personnel Experience

To be submitted by the Challenger or Prospective Bidder

Required attachments:

- Recent photo of key personnel
- Latest CV of each key personnel

Name of Prospective Bidder: _____

1. Key Personnel – Construction/Project Manager

Name:	
Employer:	
Position:	
Nationality:	
Date of Birth:	

a. Key Experience (add columns if necessary)

Employer:	
Position:	
Start Date:	
End Date:	
Descriptions of Projects Undertaken:	

b. Educational Background

Collage Degree:	School:	Year Graduated:
Graduate Studies:	School:	Year Graduated:
Professional License:	Year:	

2. Key Personnel – General Manager

Name:	
Employer:	
Position:	
Nationality:	
Date of Birth:	

a. Key Experience (add columns if necessary)

Employer:	
Position:	
Start Date:	
End Date:	
Descriptions of Projects Undertaken:	

b. Educational Background

Collage Degree:	School:	Year Graduated:
Graduate Studies:	School:	Year Graduated:
Professional License:	Year:	

3. Key Personnel – Operations Manager

Name:	
Employer:	
Position:	
Nationality:	
Date of Birth:	

a. Key Experience (add columns if necessary)

Employer:	
Position:	
Start Date:	
End Date:	
Descriptions of Projects Undertaken:	

b. Educational Background

Collage Degree:	School:	Year Graduated:
Graduate Studies:	School:	Year Graduated:
Professional License:	Year:	

4. Key Personnel – Facilities Manager

Name:	
Employer:	
Position:	
Nationality:	
Date of Birth:	

a. Key Experience (add columns if necessary)

Employer:	
Position:	
Start Date:	
End Date:	
Descriptions of Projects Undertaken:	

b. Educational Background

Collage Degree:	School:	Year Graduated:
Graduate Studies:	School:	Year Graduated:
Professional License:	Year:	

Attached with this document are the curriculum vitae of each Key Personnel of
[Name of Prospective Bidder].

For and on behalf of
(Name of *Comparative
Proponent* /if Consortium,
Name of Consortium and Lead
Member)

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

Annex QD-7: Notarized Statement of Financial Capability

To be submitted by the entity which fulfills the Financial Qualification Requirement, as identified in the Bidder Composition (Annex QD-1A or QD-1B).

a. Required attachments:

- Certified true copies of the last three (3) years audited financial statements
- Bank testimonial letter from a domestic universal or commercial bank or an international bank duly licensed or recognized by the BSP, certifying that the Challenger or the Lead Member of the Consortium is banking with them and is in good standing and is willing to lend the amount stated in Section 13.7.2 (Debt Requirements)

Republic of the Philippines)
) S.S.

Notarized Statement of Financial Qualification

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. I further certify that:

1. The Financial Summary of *(Name of Entity)* from 2021 to 2023 is as follows:

The Financial Summary of *(Name of Entity)* for the financial year as follows:

Financial Information	2023	2022	2021
(Indicate last day of accounting year)			
1. Total Assets			
2. Total Liabilities			
3. Total Net Worth			
4. Profits before Taxes			
5. Profits after Taxes			

2. The Challenger or Prospective Bidder or Consortium Member is a customer in good standing of the following banks (provide the names and contact details of at least two banks):

Name of Bank 1	
Address	

Contact Person	
Tel. No.	
Email	

Name of Bank 2	
Address	
Contact Person	
Tel. No.	
Email	

(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)* in *(place)*, Affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued in *(city)* on *(date)* as competent evidence of identity.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

Notary Public

Annex QD-8: Notarized Application to Qualify and Submit Comparative Proposal

[Letterhead]

Republic of the Philippines)
) S.S.

Notarized Application to Submit Comparative Proposal for the South-Luzon Integrated Terminal Exchange (SLITX) Project

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of Challenger or Prospective Bidder)*, 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,* after having been duly sworn according to law, hereby certify for and on behalf of *(name of Challenger or Prospective Bidder or Consortium)* that:

1. In accordance with the Tender Docs for the SLITX (hereinafter referred to as the “Project”), the (Name of Challenger or Prospective Bidder), a partnership/corporation/Consortium with business address at, is applying to submit a Competitive Proposal for the Project.

2. (Name of Challenger or Prospective Bidder) confirms that all statements made, and the information and documents provided in its Qualification Documents, Technical Proposal and Financial Proposal, including statements made by all Consortium members, their Affiliates, and nominated contractors, are true and correct and any misrepresentation or false statement made therein shall be a ground for its disqualification.

3. (Name of Challenger or Prospective Bidder) confirms that it/the Consortium is Philippine majority-owned-and-controlled and that the undersigned is its duly authorized representative.

4. (Name of Challenger or Prospective Bidder) authorizes the City of Carmona to conduct any inquiry, clarification or investigation to verify the statements, documents, and information submitted in its Qualification Documents, Technical Proposal and Financial Proposal, and to seek such clarification or information from its directors, officers, employees, advisors, clients and banks regarding any legal, technical and financial aspect of its Competitive Proposal. (Name of Challenger or Prospective Bidder) also permits third parties to supply information required to verify statements and information submitted as part of the Competitive Proposal.

5. (Name of Challenger or Prospective Bidder) acknowledges the right of the City of Carmona to reject its Competitive Proposal without assigning any reason and to cancel the Competitive Challenge Process at any time,

without incurring any liability, and accepts all the terms and conditions of the Instructions to Challengers and other documents comprising the Tender Docs.

6. (Name of Challenger or Prospective Bidder), including the entities it has identified to comply with the Qualification Requirements under the Instructions to Challengers, have not at any time engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest.

7. (Name of Challenger or Prospective Bidder) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against the BAC and the City of Carmona to restrain, prevent, suspend, or in any manner forestall, hinder, obstruct or render inconvenient the Competitive Challenge Process or any proceedings related thereto, the holding of a bidding or any proceedings related thereto, the negotiation of and award of the Project to the successful bidder, and the carry out of the awarded Project.

8. (Name of Challenger or Prospective Bidder) acknowledges that the City of Carmona is undertaking this Competitive Challenge Process in the performance of its functions to ensure the provision of a critical infrastructure facility and basic service and that, therefore, the Project is of paramount public interest and importance and that the City of Carmona will suffer serious and irreparable damage on account of any breach by (Name of Challenger or Prospective Bidder) of these undertakings, and agree that the breach of these undertakings shall result in (Name of Challenger or Prospective Bidder)'s automatic disqualification to bid for the Project.

9. (Name of Challenger or Prospective Bidder) certifies that it or any of its Consortium members or its Affiliates or the Consortium members' Affiliates or any entity under its or its Affiliate's, or Consortium members' or their Affiliates' Control do not have any pending litigated or arbitrated dispute with the City of Carmona.

(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)* in *(place)*, Affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued in *(city)* on *(date)* as competent evidence of identity.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

Notary Public

Annex TP: Technical Proposal

Table of Contents – Technical Proposal

Annex Ref.	Particulars
Annex TP-1	Required Contents of SLITX Study
Annex TP-2	Acceptance and Compliance Statement Certificate
Annex TP-3	Form of Bid Security

Annex TP-1: Required Contents of the SLITX Study

The Project Study must discuss and present the Challenger's understanding, assessment, approach, and delivery strategy for the development and implementation of the Project in strict accordance with the basic Minimum Performance Standards and Specifications (MPSS) and Key Performance Indicators (KPI) and the terms of the Joint Venture Agreement (JVA). No rejection, restriction, modification of, limitation, reservation against or exception to the MPSS and JVA terms, requirements, standards and specifications can be made.

The Project Study shall not exceed 200 pages (inclusive of schedules or annexes). Each section of the Study must be presented in the form, subject heading, content, and order detailed below.

Subject	Description
Cover Page	Include the names of the Consortium and the consulting firm that prepared the study and their contact details
Table of Contents	Provide a table of contents with subject headings and page numbers
Executive Summary	Provide a summary of the key information and analysis presented in the study
A. Introduction	
1. Background and Rationale of the Project Study	State the background and rationale of the study including the Challenger's understanding of the Project and why the Challenger decided to participate in the Competitive Challenge Process; Discuss the framework for the study including the preferred approaches, methodology, systems, concepts, assumptions, expectations, principles, theories, and courses of action
2. LGU Profile/ Carmona City as the Implementing Agency	Describe the geographic area for which data is analyzed in the study; Describe the physical features in geography and topography of Carmona City including the targeted Project site or peninsula; Provide an assessment of the quality of the structure and functioning of Carmona City's ecosystems including those at the targeted Project site; Present and discuss updated key socio-economic indicators, data and statistics about

	Carmona City relevant to the Project; Provide a logistics infrastructure and multi-modal transportation system, network and industry analysis in respect of Carmona City, Metro Manila, intra-Province, and the Philippines as a whole; Discuss how the Project and its envisioned end uses can help solve and address identified issues.
3. Project Description, Scope and Objectives	State the Challenger's understanding of the overall purpose, aim, scope and definition of the Project in accordance with the JVA.
4. Project Proponent	Identify the Proponent or the Challenger's Consortium members and describe each member's role and legal, technical and financial qualifications to develop the Project that satisfy the requirements under the Tender Docs
5. Key Institutions and Stakeholders	Identify the key Project stakeholders and provide a brief institutional analysis for each one
B. The Project	
6. Project Rationale	Explain the need for the Project in the growth of the country's transport sector and the economy as a whole
7. Joint Venture and Strategic Business Plan for the SLITX	Describe and explain the key terms and features of the Challenger's competitive proposal to implement the Project as the possible joint venture partner of City of Carmona; Include the Challenger's strategic view and proposed overall plan showing how the Project can be successfully developed and commercially viable.
8. Project Vision and Main Benefits	Describe the Challenger's vision for the Project to fit within the Province of Cavite's vision; Identify and discuss the Project's advantages, key features, and potential major benefits.
C. Technical Analysis	
9. Topographic Survey	Identify the topographic survey area and describe the survey method used; Present the topographic description

	and survey results
10. Geotechnical Data	Provide a geotechnical analysis of the Project site and determine the physical characteristics and structural properties of the underlying soil or rock through sampling, field testing, and laboratory testing; Provide soil sampling results (based on primary data or original analysis of secondary data)
11. Concept Plan and Design of Phased Development	Show and describe the Challenger's conceptual layout, land use, and site or master development plan with drawings for the phased implementation of the Project in strict compliance with the JVA; Identify and provide a strategic view on all supporting infrastructure, connectivity, utilities (electricity, water supply, wastewater treatment, telecommunications, internet, etc.) and ancillary facilities needed to make the Project usable, livable and accessible
12. Approach and Methodology for Project Development and Implementation	Describe the Challenger's specific approach, methodology and delivery strategy in order to successfully develop and complete the Project as defined in the JVA;
13. Key Performance Parameters	Identify and list the key performance parameters, factors, elements, goals and activities that are deemed critical to the successful development and implementation of the Project including possible relocation or resettlement issues
14. Project Management Structure and Organization	Provide a diagram and describe the organizational structure, integrated teams and management decision-making process that the Challenger intends to set up for the execution of the Project; Discuss the core elements of how management, oversight and reporting of Project execution will be carried out
15. Engineering and Technology Readiness	Explain the engineering, technology and construction method to be

	employed in the design and construction of the Project to achieve cost-efficiency and fast-tracked implementation (without sacrificing quality and safety); Identify and describe any new, proprietary, or innovative technology, process, design, methodology or engineering concept that will improve the construction, operation, performance, safety, sustainability and/or maintenance of the Project
16. Project Implementation Work Plan and Construction Schedule Baseline	Provide a Project implementation schedule and work plan showing key activities and completion dates consistent with the terms of this ITC, the MPSS and the JVA; Key activities should include: completion of the Full Feasibility Study, Master Plans; permitting and approvals; financial closing; construction start date; phased development construction completion, etc.; Summarize and list the planned key construction milestones and events for the development of the Project and indicate the targeted or planned completion date of each milestone
17. Risk Management	Describe the basic principles on how risk management will be developed, implemented and integrated into the overall Project execution approach
18. Quality Assurance, Safety and Health	Explain the fundamental approach on how quality assurance, safety and health management and compliance with relevant laws, standards, rules and regulations will be systematically integrated in work and management practices
19. Environment and Social Assessment	Prepare an initial environmental and social factor examination of the Project and ensure compliance with the standard approach under applicable rules and regulations; Identify the environmental and social impacts including possible mitigation measures; Summarize the planned

	environmental management, monitoring and compliance plans and systems that the Challenger intends to apply and integrate in the execution of the Project
D. Financial and Economic Analyses	
20. Financial Analysis	Provide financial projections, weighted average cost of capital, internal rate of return (IRR), and relevant ratio calculations (debt-to-equity, debt service coverage, etc.) for the Project and the Joint Venture including indicative Project capital cost and investment requirement estimates for each phase; Present passenger traffic forecasts and revenue projections for the term of the Joint Venture; Provide a sensitivity analysis for Project IRR and DSCR under different cost, and traffic forecast; Put forward and explain the Challenger's financing plan that identifies the potential sources of equity and debt financing (substantiated by letters of interest or support from such sources)
21. Economic Feasibility Assessment	Prepare and show economic internal rate of return (EIRR) calculations for the Project; Ensure that the EIRR analysis and results comply with the standard approach, guidelines and hurdle rates set by NEDA-ICC
22. Value for Money Analysis	Provide a value for money analysis applying the VfM methodology prescribed by the PPP Governing Board which estimates the total expected cost savings from the PPP option vis-à-vis the traditional public procurement mode arising from the avoidance of Project risks by the government
23. Risk Analysis	Provide a Project risk register or risk allocation matrix which identifies and describes the key risks associated with the Project, the preferred allocation consistent with the JVA, as well as the Challenger's plans and

	strategies on how to manage or mitigate them; Ensure compliance with applicable LGU PPP guidelines on risk allocation and mitigation
E. Legal Framework Analysis	
24. Statutory Basis	Discuss the legal framework for the development of the Project including environmental protection and compliance
25. The Republic Act No. 11966, otherwise known as the “PPP Code of the Philippines” and its Implementing Rules and Regulations	Discuss the suitability and applicability of the Republic Act No. 11966, otherwise known as the “PPP Code of the Philippines” and its Implementing Rules and Regulations as the main legal and implementation framework for the development of the Project
26. Project Legal Implementation and Next Steps	Explain the legal implementation steps from Competitive Challenge leading to Project award and the start of construction
27. Suitability of the Joint Venture Modality	Discuss the suitability of the joint venture modality as the preferred PPP arrangement for developing and implementing the Project
28. Regulatory Framework	Explain the applicable legal and regulatory aspects of and requirements on the proposed land use; Identify the key permits and government approvals for the development of the Project; Describe the strategy and plan for obtaining all permits, licenses and approvals within the development period
F. Conclusion	
29. Conclusion	Summarize the key highlights of the Project Study and draw the Challenger’s main conclusions
Project Study Annexes	Attach all primary and/or secondary data analysis results and other relevant annexes or schedules

Annex TP-2: Acceptance and Compliance Statement Certificate

[Company Letterhead]

[Date]

**THE CITY GOVERNMENT OF CARMONA
PUBLIC-PRIVATE PARTNERSHIP (PPP) UNIT**

City Government of Carmona,
J.M Loyola Street, Barangay 4 Poblacion,
City of Carmona 4116, Cavite, Philippines

Attention: MARIA ELEANOR L. LEDESMA
Chairman, Bids and Awards Committee

Dear Sirs,

**Acceptance and Compliance Statement – South-Luzon Integrated Terminal
Exchange (SLITX) Project**

[Name of Challenger or Consortium] hereby declares, represents, and warrants that:

1. It has read and understood each and every section and page of the Tender Documents (“Tender Docs”) including the, the Joint Venture Agreement (JVA), their provisions, terms and conditions, and all amendments, supplements, or modifications thereto, as well as the decisions, rulings and instructions of the BAC in relation to the Competitive Challenge Process for the captioned Project; and
2. It accepts and agrees to be strictly bound and shall fully abide by and comply with such provisions, terms and conditions, amendments, supplements, modifications, and decisions;
3. In line with applicable government rules and guidelines on unsolicited proposals, the successfully negotiated and approved JVA will be considered final and non-negotiable.

[Name of Challenger/Name of Consortium and Lead Member]

By:

(Name and Signature of Authorized Representative)

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

Notary Public

Annex TP-3: Form of Bid Security

PROPONENT'S BID SECURITY

[Header]

BIDDER'S BOND

(SURETY BOND)

(Bid Security pursuant to Section 73, Implementing Rules and Regulations (IRR)
of R.A. No. 11966)

KNOW ALL MEN BY THIS PRESENTS:

That We, *[Name of Prospective Bidder]*, of *[Address of Prospective Bidder]* as Principal and *[Name of Surety Company]*, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety are held and firmly bound unto the CITY GOVERNMENT OF CARMONA, as Obligee in the sum of *[amount if Bid Security]* (Php _____.00), Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the above-bounden Principal will submit a BID for:

“SOUTH-LUZON INTEGRATED TERMINAL EXCHANGE (SLITX) PROJECT”

On *[Date]* at *[Time]*.

WHEREAS, this bond is conditioned to guarantee that the above-bounden Principal, if in case it becomes the successful bidder, shall enter into a contract and file the required performance bond with the Obligee within the prescribed period pursuant to Section 73, Implementing Rules and Regulations (IRR) of R.A. No. 11966.

This bond guarantees compliance by the bidder of its obligations provided under the Bidding Documents and the IRR of R.A. No. 11966.

IT IS UNDERSTOOD, that this bond is callable on demand. The liability of the surety company shall in no case exceed the sum of *[amount of Bid Security]* (Php _____.00), Philippine Currency. In case of default or failure by the Principal, the Obligee shall notify the Surety by sending a Notice of Claim along with the supporting documents to prove default and/or failure to comply of the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in the bidding documents, and prescribed under R.A. No. 11966 and its IRR, then the

obligation shall be null and void; otherwise, it shall remain in full force and effect.

The liability of the Surety under this bond shall be valid within One Hundred Eighty (180) calendar days from the date of the opening of bids. The Surety does not assume responsibility for any liability incurred or created after the expiry date.

IN WITNESS WHEREOF, We have set our hands and signed our names on this ____ day of _____, 2025 at _____ City, Philippines.

[Name of Prospective Bidder]

TIN: _____

(Principal)

[Surety Company]

TIN: _____

(Surety)

By: *[Name of Authorized*

Representative]

[Position]

By: *[Name of Surety Company*

Representative]

[Position]

Signed in the Presence of:

Annex FP: Financial Proposal

Table of Contents – Financial Proposal

Annex Ref.	Particulars
Annex FP-1	Financial Proposal Letter
Annex FP-2	Project Financing Plan
Annex FP-3	Required Contents of the Financial Model

Annex FP-1: Financial Proposal Letter

[Letterhead]

Date:

CITY GOVERNMENT OF CARMONA

City Government of Carmona,
J.M Loyola Street, Barangay 4 Poblacion,
City of Carmona, Cavite

Attention: **MARIA ELEANOR L. LEDESMA**
Chairperson,
Bids and Awards Committee

Subject: Financial Proposal

Project: South-Luzon Integrated Terminal Exchange (SLITX) Project

Gentlemen:

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of Challenger or Prospective Bidder)*, hereby declares, confirms and submits the Financial Bid Proposal for the Project:

Financial Bid Proposal		
Bid offer in words	_____ percent share of Proponent Revenue	<i>Revenue Share from the day after the 17th anniversary of the Construction Start Date until the expiration of the JV Period or on the Termination Date, whichever is earlier.</i>
Bid offer in figures	(____%) of Proponent Revenue	

in accordance with the Tender Documents (“Tender Docs”) for the Project, which includes the Instructions to Challengers (“ITC”), and the Joint Venture Agreement (“JVA”).

Our offer is final and binding and can be accepted by the City Government of Carmona pursuant to and following the procedures prescribed under the Tender Docs.

[Date and Place of Execution].

For and on behalf of [Name of Challenger]

[Signature, Name and Title of Authorized Representative].

Annex FP-2: Required Contents of the Financial Model

Name of Project: South-Luzon Integrated Terminal Exchange (SLITX) Project

Name of Prospective Bidder:

Challengers must submit their Financial Model for the Project in hard copy and electronic form, in Microsoft Excel format, showing all relevant traceable formulas, with amounts stated in Philippine Pesos and foreign currency where relevant (expressed in 2024 prices) with the following minimum information per year for thirty (30) years.

A.	Key Assumptions	
	1.	Dates/Timeline (include project phasing if necessary)
	2.	Terminal Design
	3.	Passenger Volume
	4.	Terminal Fees/Revenue
	5.	Other Fees
	6.	Inflation
	7.	Financing
	8.	Other assumptions
B.	Project Costs	
	1.	Construction Costs
	2.	Equipment Costs
	3.	Financing Costs
	4.	Other Costs
C.	Projected Income and Expenses	
	1.	Revenue Sources
	2.	Operating and Maintenance Expenses
	3.	Revenue Share to City of Carmona
	4.	Depreciation and Amortization
	5.	Interest Expense
	6.	Taxes
	7.	Net Income
D.	Projected Balance Sheet	
	1.	Assets
		a. Current assets
		b. Non-current assets
		c. Other assets
		d. Total assets
	2.	Liabilities and stockholder's equity
		a. Short-term debt
		b. Current portion of Long-term debt
		c. Other current liabilities
		d. Long-term debt
		e. Other non-current liabilities
		f. Total Liabilities

		g. Total Stockholder's Equity
		h. Total Liabilities and Stockholder's Equity
		i. Debt /Total Capital Ratio
E.	Project Cashflow Statement	
	1.	Cashflow from operations
		a. EBITDA/Operating Cash
		b. Changes in working capital
		c. Adjustments for non-cash items
		d. Other operating cash inflows
		e. Net cashflow from operations
	2.	Cashflow from investing
		a. Cash inflows from investing activities
		b. Capital expenditures
		c. Other cash outflows from investing activities
		d. Net cashflow from investing activities
	3.	Cashflow from financing
		a. Interest expense
		b. Gross borrowing
		c. Gross debt repayment
		d. Equity contributions
		e. Payments to shareholders
		f. Net cashflow from financing activities
	4.	Net cashflow
		a. Cash at the beginning
		b. Cash at the end
F.	Rates of Return and Cost of Capital	
	1.	Project Internal Rate of Return (IRR) and Weighted Average Cost of Capital (WACC) <i>(Please show calculations to derive project IRR and methodology to compute WACC)</i>
	2.	Equity Internal Rate of Return (IRR) <i>(Please show calculations to derive equity IRR and compare with cost of equity)</i>
	3.	Net Present Value
	4.	Payback

For and on behalf of *[Name of Challenger]*

[Signature, Name and Title of Authorized Representative].

Annex FP-3: Project Financing Plan

The financial plan provided by the Challenger will describe the sources of funds and the terms of financing for both debt and equity as applicable for implementing the South-Luzon Integrated Terminal Exchange (SLITX) Project. For the avoidance of doubt, shareholder loans will be treated as equity provided that they are subordinated to all other debt. The Challenger will provide details on the financing sources as outlined in Table 1 below. The financing should be in amount sufficient to cover all estimated Project costs.

Financing will be in the form of equity and debt. At least thirty percent (30%) of the total financing, inclusive of contingencies, will be in the form of equity and the remainder in debt or subordinated debt.

Table 1: Sources of Fund

Item/Sources	Local Currency &/or Equivalent Total in Philippine Peso (PHP)
1.1. Total Project Costs <i>(excluding standby-credit facility)</i>	
1.2. Equity	
a. Lead Member Name:	
b. [Consortium Member Name]:	
c. [Consortium Member Name]:	
d. Other sources (specify):	
Total Equity	
1.3. Debt Financing	
a. [Lender 1 Name]:	
b. [Lender 2 Name]:	
c. [Lender 3 Name]:	
Total Debt	

NOA-1 Form: Equity Contribution Undertaking

We, *[Name of Winning Bidder]* (the “Winning Bidder”), the Winning Bidder, do hereby undertake that its members will infuse the following equities to the Special Purpose Company (“SPC”):

1) *Corporation*, the Lead Member and the Qualifying Initial Shareholder fulfilling the Financial Qualification Requirement of the Winning Bidder, the Consortium, will infuse eighty percent (80%) of the committed equity of the Special Purpose Company in the amount of _____ (Php_____); and,

2) *Corporation*, the Qualifying Initial Shareholder fulfilling the Technical/O&M Qualification Requirement of the Winning Bidder, will infuse twenty percent (20%) of the committed equity of the SPC in the amount of _____ (Php_____).

The proposed subscribed shares of stock of the SPC are _____ (Php_____) with a proposed initial authorized capital stock of _____ (Php_____), as indicated in its incorporation documents.

The estimated Total Project Cost of the SPC is _____ (Php_____), at least thirty percent (30%) of which shall be financed through its Equity or an equivalent amount of _____ (Php_____).

We execute this undertaking in compliance with the Post – Award Requirements under Section __ of the Instructions to Challengers and the Notice of Award dated _____ issued by the City Government of Carmona for the South-Luzon Integrated Terminal Exchange (SLITX) Project.

By: *[Name of Winning Bidder]*

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

Notary Public