



**REPUBLIC OF THE PHILIPPINES**  
City of San Juan, Metro Manila

# **Instructions to Comparative Proponents for the Makabagong San Juan: Community Economic Housing Project**

**City Government of San Juan**

February 9, 2026

## **DISCLAIMER**

The information contained in this Instructions to Comparative Proponents (ICP) and other documents subsequently provided to all its Prospective Comparative Proponent(s) collectively, the "Comparative Challenge Documents", whether verbally or in documentary or any other form, by or on behalf of the City Government of San Juan (City), or any of its employees or advisors, is provided to the Prospective Comparative Proponent(s) on the terms and conditions set out herein and such other terms and conditions subject to which such information is provided.

The Comparative Challenge Documents are not agreements and are neither offers nor invitations by the City to the Prospective Comparative Proponents or any other person. The purpose of Comparative Challenge Documents is to provide interested parties with information that may be useful to them in making their offers. The Comparative Challenge Documents include statements, which various assumptions and assessments arrived at by the City in relation to the Project, as defined herein. Such assumptions, assessments and statements do not purport or contain all the information that each Prospective Comparative Proponents may require.

The Comparative Challenge Documents may not be appropriate for all persons, and it is not possible for the City, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party. The assumptions, assessments, statements and information contained in the Comparative Challenge Documents and associated documents may not be complete, accurate, adequate or correct. Each Prospective Comparative Proponents should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Comparative Challenge Documents and obtain independent advice from appropriate sources.

Information provided in the Comparative Challenge Documents is on 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 statutory requirements and should not be regarded as a complete or authoritative statement of law. The City accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The City, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Prospective Comparative Proponent, 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 Comparative Challenge Documents or otherwise, including their accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part thereof Comparative Challenge Documents or arising in any way for participation in the Comparative Challenge Process.

The City also accepts no liability of any nature whether resulting from negligence caused arising from reliance of any Prospective Comparative Proponent upon the statements contained in the Comparative Challenge Documents.

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## DEFINITION OF TERMS

For purposes of these Instructions to Comparative Proponents (ICP), the following terms shall mean:

*Affiliate* – Any entity that directly or indirectly controls, is controlled by, or is under common control with a Comparative Proponent, Consortium Member, or the Original Proponent, as recognized under the PPP Code and its IRR.

*Bid Parameter* – The approved basis for financial evaluation of Comparative Proposals, which for this Project is the Highest Revenue Share in favor of the City.

*Bid Security* – means the amount or other financial instrument provided by the Comparative Proponent to guarantee that it would comply with all the rules of Comparative Challenge Process and that if awarded the Project, it will enter into a Joint Venture Agreement with the City

*City* – The City Government of San Juan, acting as the Implementing Agency for the Project.

*Comparative Challenge Documents* – Collectively refer to the Instructions to Comparative Proponents, draft Joint Venture Agreement, annexes, bid bulletins, and all supplemental notices issued by the PBAC.

*Comparative Challenge Process* – The process conducted pursuant to Section 10(e) of the PPP Code and its IRR, allowing other parties to submit Comparative Proposals against an approved unsolicited proposal.

*Comparative Proponent* – Any interested entity, partnership, corporation, or Consortium, which purchases the Comparative Challenge Documents and pays the non-refundable participation fee

*Comparative Proposal* – The complete set of Qualification, Technical, and Financial Proposals submitted by a Comparative Proponent.

*Conflict of Interest* – has the meaning described in Section 30

*Consortium* – means any group of interested entity, partnership, or corporation that is formed for the purpose of being a Comparative Proponent for this Comparative Challenge Process

*Joint Venture Agreement (JVA)* – The contractual agreement to be entered into between the City and the Winning Private Proponent for the implementation of the Project.

*Original Proponent* – The private entity that submitted the unsolicited proposal for the Project and was granted Original Proponent status after successful evaluation and negotiation.

*PBAC (Public-Private Partnership Bids and Awards Committee)* – The committee created by the City to manage and conduct the Comparative Challenge Process.

*PPP Code* – Republic Act No. 11966, otherwise known as the Public-Private Partnership Code of the Philippines, and its Implementing Rules and Regulations.

*Pre-Bid Conference*- the meeting between the PBAC and the Comparative Proponent who have purchased the Comparative Challenge Documents, which is held prior to the Competitive Proposal Submission Date in order to answer queries regarding the Competitive Challenge Process, the Comparative Challenge Documents and the Project.

*Project* – The development, financing, design, engineering, construction and maintenance of the Makabagong San Juan Community Economic Housing Project, to be implemented through a Joint Venture Agreement under a PPP arrangement.

*Prospective Comparative Proponent* – Any private entity or consortium intending to participate in the Comparative Challenge Process prior to submission of a Comparative Proposal.

*Right to Match* – The right granted to the Original Proponent to match the Most Superior Comparative Proposal within the prescribed period under the PPP Code IRR.

*Winning Private Proponent* – The Comparative Proponent or Original Proponent declared by the City as having submitted the Most Advantageous Proposal and awarded the Project.

## **INSTRUCTIONS TO COMPARATIVE PROPONENTS**

The City Government of San Juan ("City") invites Prospective Comparative Proponents to submit their comparative proposals for the financing, design, construction, operation, and maintenance of the Makabagong San Juan Economic Community Housing Project ("Project").

The Project will be undertaken through a Joint Venture Agreement (JVA) between the Local Government Unit (LGU) and the Private Partner in accordance with Republic Act No. 11966 or the Public-Private Partnership (PPP) Code of the Philippines and its Implementing Rules and Regulations (IRR).

These Instructions to Comparative Proponents provide the procedures and requirements, as well as basic information, which Prospective Comparative Proponents must follow in the preparation and submission of their Comparative Proposals. The Project shall be subjected to a single-stage comparative challenge process in accordance with Section 10(e) of the PPP Code and its IRR.

The Public-Private Partnership (PPP) Center received an unsolicited proposal from a private proponent for purposes of completeness checking and thereafter endorsed the Makabagong San Juan Economic Community Housing Project to the City. The City subsequently conducted a detailed evaluation of the unsolicited proposal in accordance with the PPP Code. Following the successful conclusion of negotiations, the proponent was granted Original Proponent status.

On 20 June 2025, the City Development Council Secretariat issued a Notice of Completeness confirming that all documentary requirements for the Project had been duly submitted. This was followed by the issuance of a Notice of Completeness by the Sangguniang Panlungsod Secretariat on 28 July 2025.

Thereafter, the Project was approved through City Ordinance No. 44, Series of 2025, enacted by the Sangguniang Panlungsod on 24 November 2025, upon the successful conclusion of negotiations between the Original Proponent and the City, acting as the Implementing Agency.

## **1. PROJECT NAME**

This project shall be known as Makabagong San Juan Community Economic Housing Project under a Public-Private Partnership (PPP) by way of a Joint Venture Agreement (JVA). The project involves the financing, development, and maintenance of Economic Housing.

## **2. PROJECT DESCRIPTION**

The Makabagong San Juan Community Economic Housing Project is a large-scale 35-storey residential condominium project involving design and construction of residential buildings with a minimum of 500 housing units located in J. Asiñas corner B.S. Angeles Streets, Barangay Sta. Lucia, offering safe, comfortable, and sustainable living spaces.

## **3. PROJECT OBJECTIVES**

The project aims to provide affordable and quality housing for medium to low-income earners/families as well as young professionals, and migrant workers. This initiative supports the local government's commitment to inclusive urban development by addressing the growing need for accessible housing within the San Juan community.

## **4. PROJECT RATIONALE**

The proposed Economic Housing Project in J. Asinas, Batis, San Juan is well-aligned with the city's General Development Thrusts and Spatial Strategies by providing in-city, decent, safe, and affordable homes for lower-middle to middle-income families. The project features high-rise condominiums with essential utilities, disaster-resilient design, and community amenities such as parks, a clubhouse, and commercial spaces. It integrates sustainable infrastructure, promotes economic activity, and ensures accessibility to social services. By offering viable alternatives to informal settlements and aligning with national housing programs, it supports the city's broader goal of inclusive urban development and lays the groundwork for a comprehensive Local Shelter Plan.

## **5. CONTRACTUAL ARRANGEMENT FOR THE PROJECT**

The proposed Economic Housing Project shall be implemented through a Joint Venture Agreement (JVA) between the City and the Private Partner in accordance with the PPP Code and its IIRR. Under this arrangement, the City shall contribute a parcel of land as its equity to the joint venture. Ownership of the land shall remain with the City throughout the duration of the project and beyond its completion. The land will be available to the Private Partner through a profit-sharing agreement for the exclusive purpose of constructing and operating the Project.

The Private Partner shall be responsible for the design, financing, construction of the housing facilities and related infrastructure in accordance with the approved plans, specifications, and performance standards set forth in the Joint Venture Agreement (JVA). During the agreed JVA period, the Private Partner shall undertake its obligations in relation to the development and delivery of the Project consistent with the terms and conditions of the JVA. The profit sharing arrangement with the LGU shall be mutually agreed upon by both parties and shall ensure the protection of the public interest and the financial sustainability of the LGU.

At the end of the JVA term, all improvements and structures shall be turned over to the LGU on an as-is-where-is basis in accordance with the terms of the agreement, ensuring public benefit and asset preservation.

This contractual structure allows for the mobilization of private sector expertise and resources, while ensuring that the LGU retains long-term control and ownership of its real property assets. It further aligns with the PPP Code's principles of transparency, value for money, and equitable risk-sharing between parties.

## **6. INDICATIVE MILESTONE DATES**

The Comparative Challenge Process will be conducted in accordance with the procurement rules and procedures for Unsolicited Proposals set out in the PPP Code and its IRR and shall follow the indicative timetable below:

<b>MILESTONE</b>	<b>PARTY RESPONSIBLE</b>	<b>TARGET DATE</b>
Publication of Invitation for Comparative Proposals	PPP PBAC	December 26, 2025
Issuance of Comparative Challenge Documents	PPP PBAC	February 9, 2026
Pre-Bid Conference	PPP PBAC and Prospective Comparative Proponents	Forty-five (45) calendar days before the deadline for the submission of Bids or not later than March 27, 2026
Last day of submission of queries	Prospective Comparative Proponents	Not later than March 27, 2026
Deadline for Submission of Comparative Proposals	Comparative Proponents	May 11, 2026
Opening of Qualification Documents	PPP PBAC	<i>Within ten (10) calendar days from the deadline of submission of Comparative Proposals</i>
Evaluation of Qualification Documents	PPP PBAC	<i>Within twenty (20) calendar days after opening</i>
Opening and Evaluation of Technical Proposals	PPP PBAC	<i>Within thirty (30) days calendar days after opening</i>
Opening and Evaluation of Financial Proposals	PPP PBAC	<i>Within fifteen (15) calendar days from opening</i>
Right-to-Match	Original Proponent	<i>Within thirty (30) calendar days from receipt of notice from the PPP PBAC</i>
Recommendation to	PPP PBAC	<i>Within seven (7) calendar days</i>

award the PPP Contract		<i>from the date of completion of right-to-match</i>
Decision to Award/Approval of recommendation to Award	PPP PBAC	<i>Within seven (7) calendar days from the date of from the submission of recommendation to award by the PBAC</i>
Notice of Award and Notice to unsuccessful Proponents	PPP PBAC	<i>Within three (3) calendar days from the approval of decision/recommendation to award</i>
Submission of Post-Award Requirements	Winning Private Proponent	<i>Within twenty (20) calendar days from the official receipt of the Notice of Award</i>
Notification of Completion of Notice of Award Requirements	Winning Private Proponent	<i>Within five (5) calendar days upon receipt of the Post-Award requirements indicated in the Notice of Award</i>
Signing Date of Joint Venture Agreement	Head of IA and authorized signatories of Winning Private Proponent	<i>Within five (5) calendar days from receipt by the winning Private Proponent of the notice from the City that all conditions in the Notice of Award have been complied with</i>

The foregoing schedule may be changed by the PPP PBAC at any time. Prospective Comparative Proponents shall be notified by the PBAC of changes in the indicative milestone dates through bid bulletins and supplemental notices.

## **7. BID PARAMETER**

The bid parameter shall be the LGU's Highest Revenue Share.

Starting from the 11th year of the JVA, the City shall be entitled to a share of the net income, earnings, and revenues derived from the commercial spaces within the Project. As such, the approved bid parameter for the Project is based on the highest revenue share in favor of the City.

## **8. GENERAL INFORMATION**

### **8.1 Participation of Prospective Comparative Proponents**

Consistent with Section 69 of the IRR of the PPP Code and as approved by PBAC in its Resolution dated 22 December 2025, interested Comparative Challengers shall pay a non-refundable participation fee of ONE HUNDRED THOUSAND PESOS (PHP100,000.00). Payments may be made through Manager's Check payable to the City Treasurer of San Juan or cash payment over the counter at the City Treasury Department located at Upper Ground Floor, San Juan City Hall, Pinaglabanan Street, cor. Dr. P. A. Narciso, Street, San Juan, Metro Manila.

Prospective Comparative Proponents who accomplished the required forms and paid a non-refundable participation fee will be allowed to participate in the Comparative Challenge Process.

### **8.2 Responsibility of the Prospective Comparative Proponent**

The Prospective Comparative Proponent is solely responsible for thoroughly reviewing and familiarizing itself with the requirements, terms and conditions stated in these Comparative Challenge Documents, including those related to the cost, duration, execution and operation of the Project. The City and/or its PBAC will not bear any responsibility for any erroneous interpretations or conclusions made by a Prospective Comparative Proponent based on the information provided on the Comparative Challenge Documents. The PBAC will only accept Comparative Proposals from Proponents that have paid the abovementioned participation fee.

### **8.3 Costs and Expenses of Participation**

Prospective Comparative Proponents shall bear all costs associated with their participation in the Comparative Challenge Process including the preparation and submission of their Comparative Proposals, as well as any resulting losses or damages. The City and/or PBAC shall not be held responsible or liable for such costs or damages incurred by Prospective Comparative Proponent regardless

of the outcome of the process.

## **9. QUERIES AND SUPPLEMENTAL NOTICES**

- a. Prospective Comparative Proponents may send their queries on any aspect of these documents in writing, by personal delivery to the Chairperson of PBAC, with copies furnished to the PBAC Secretariat at the following addresses:

### **PPP PBAC Chairperson**

Attention: Atty. Dennis Albert C. Pamintuan  
Office of the City Administrator

Address: 3<sup>rd</sup> Floor, Pinaglabanan Street, cor. Dr. P. A. Narciso Street, San Juan, Metro Manila

E-mail: [cityadmin@sanjuancity.gov.ph](mailto:cityadmin@sanjuancity.gov.ph)

### **PPP PBAC Secretariat**

Copy Furnished: Mona C. TanLim

Address: City Investment and Promotion Center, Upper Ground Floor, San Juan City Hall, Pinaglabanan Street, cor. Dr. P. A. Narciso, Street, San Juan, Metro Manila

Email: [cipcsj@gmail.com](mailto:cipcsj@gmail.com)  
[cipc@sanjuancity.gov.ph](mailto:cipc@sanjuancity.gov.ph)

- b. Prospective Comparative Proponents must submit their queries in sets not later than the last day of submission of queries as indicated in the Indicative Milestone Dates.
- c. Although the PBAC will attempt to respond to all reasonable queries received, it is under no obligation to do so. Responses to queries and any modifications to the Comparative Challenge Documents will

be made on a non-attributable basis, and shall be in writing and provided to Prospective Comparative Proponents through supplemental notices and/or bid bulletins issued by the PBAC. All supplemental notices and/or bid bulletins issued by the PBAC shall be deemed incorporated in and made an integral part of the Instructions to Comparative Proponents.

## **10. COMPARATIVE CHALLENGE DOCUMENTS**

Interested Prospective Comparative Proponents may obtain copies of the Comparative Challenge Documents through the PBAC Secretariat, Mona Tanlim at the City Investment and Promotion Center, Upper Ground Floor, San Juan City Hall, Pinaglabanan St. corner Dr. P. A. Narciso St., San Juan, Metro Manila, upon payment of the participation fee and upon compliance with other prescribed requirements.

## **11. DRAFT JOINT VENTURE AGREEMENT AS NON-NEGOTIABLE**

The draft Joint Venture Agreement (JVA) shall be the principal document governing contractual relationship between the Private Partner and the City of San Juan in the implementation of the Project. The draft JVA to be approved by the Head of the Implementing Agency, following the review of its statutory counsel, shall be final and non-negotiable in accordance with Section 67 of the same IRR.

## **12. COMPARATIVE PROPOSALS *QUALIFICATION, TECHNICAL AND FINANCIAL REQUIREMENTS***

**12.1.** In compliance with the PPP Code and its IRR, the eligibility criteria used by the City in determining and confirming the eligibility and qualification of the Original Proponent shall be the same criteria prescribed in these Comparative Challenge Documents applied to all Comparative Proponents.

**12.2.** Comparative Proponents or any of their respective Affiliates must fulfill all the Legal, Technical, and Financial Qualification Requirements described below.

**12.3.** In case the Comparative Proponents is a consortium, any one of its members or any of its member's Affiliates must meet the Technical and/or Financial Qualifications specified below.

**12.4.** If the Comparative Proponent(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 Comparative Proponent or Consortium to satisfy the conditions of Section 31 (Lock-In Rules).

### **12.5. Legal Qualification Requirements**

**12.5.1.** To be legally qualified, the Prospective Comparative Proponent must be:

- a. a Filipino, or
- b. 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
- c. If a consortium of local, foreign or local and foreign firms, at least sixty percent (60%) of the outstanding capital stock and voting rights in said consortium are owned and held by Filipino citizens or Philippine entities, or
- d. If a cooperative, it must be duly registered with the Cooperative Development Authority (CDA).
- e. A notarized confidentiality undertaking in favor of the City to be submitted by the Prospective Comparative Proponent or if a consortium, its Consortium members in the form of Annex FP-4(Form of Confidentiality Undertaking)

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.

## **12.6. Technical Qualification Requirements**

**12.6.1.** To qualify to submit a Comparative Proposal for the Project, the Prospective Comparative Proponent must have achieved the following Technical Qualification Requirements.

### **a. Construction Experience Requirement**

- i. The Prospective Comparative Proponent must have undertaken the overall responsibility of a single residential condominium project with a minimum Project Cost of Nine Hundred Eighty-Three Million Two Hundred Thirty-Five Thousand Seven Hundred Five Pesos (PhP 983,235,705.00) within the past ten (10) years from the Comparative Proposal Submission Date;
- ii. The Prospective Comparative Proponent must have a valid license issued by the Philippine Contractors Accreditation Board (PBAC) for Classification/License Category AAAA, or by an equivalent accredited institution, in the case of a foreign entity, provided that such foreign entity must secure a license and accreditation from the PBAC after the Winning Private Proponent is awarded the Project.
- iii. **Key Personnel Experience Requirements**  
The Comparative Proponents (or in the case of a Consortium, a Consortium member) or its Affiliates must have among their personnel,

individuals with the following required qualifications and experience:

A. Detailed Design Personnel

<b>QTY</b>	<b>Experience Required</b>	<b>Minimum Experience</b>
<b>1</b>	<b>Project Design Manager</b> <ul style="list-style-type: none"> <li>- Overall management of design activities, coordinate disciplines, ensure quality and timely deliverables.</li> <li>- Licensed Architect for at least 10 years.</li> </ul>	At least 5 years of experience as Project Design Manager
<b>1</b>	<b>Structural Engineer</b> <ul style="list-style-type: none"> <li>- Structural system design, review drawings, ensure compliance with codes.</li> <li>- Licensed Civil Engineer for at least 10 years.</li> </ul>	At least 5 years of experience as Structural Engineer
<b>1</b>	<b>Geodetic Engineer</b> <ul style="list-style-type: none"> <li>- Conduct initial site surveys, provide topography, set benchmarks, prepare site layout for design.</li> <li>- Licensed Geodetic Engineer for at least 5 years.</li> </ul>	At least 3 years of experience as Geodetic Engineer
<b>1</b>	<b>Electrical Engineer</b> <ul style="list-style-type: none"> <li>- Electrical system design, review design drawings.</li> <li>- Licensed Professional Electrical Engineer for at least 5 years</li> </ul>	At least 3 years of experience as Professional Electrical Engineer
<b>1</b>	<b>Mechanical Engineer</b> <ul style="list-style-type: none"> <li>- Design of mechanical and HVAC systems.</li> <li>- Licensed Professional Mechanical Engineer for at least 5 years.</li> </ul>	At least 3 years of experience as Professional Mechanical Engineer
<b>1</b>	<b>Sanitary Engineer/ Master Plumber</b> <ul style="list-style-type: none"> <li>- Design of water supply, drainage, and plumbing systems.</li> <li>- Licensed Professional Sanitary Engineer for at least 5 years.</li> </ul>	At least 3 years of experience as Sanitary Engineer/ Master Plumber
<b>1</b>	<b>Electronics Engineer</b> <ul style="list-style-type: none"> <li>- Design and supervise low-voltage, communication, and data systems.</li> </ul>	At least 3 years of experience as Professional

	- Licensed Professional Electronics Engineer for at least 5 years.	Electronics Engineer
<b>1</b>	<b>Materials Engineer II</b> - Provide input on material specifications, testing requirements, and quality standards for design. - Licensed Civil Engineer and DPWH accredited Materials Engineer II for at least 5 years.	At least 3 years of experience as Materials Engineer II
<b>1</b>	<b>Architect</b> - Architectural design, review drawings, ensure compliance with building codes and aesthetics. - Licensed Architect for at least 5 years.	At least 5 years of experience as Architect

#### B. Construction Personnel

<b>QTY</b>	<b>Experience Required</b>	<b>Minimum Experience</b>
<b>1</b>	<b>Project / Construction Manager</b> - Overall management of construction works, coordinate contractors, ensure schedule and budget compliance. - Licensed Architect or Civil Engineer for at least 10 years	At least 5 years of experience as Project Manager on Building Projects
<b>1</b>	<b>Project Engineer</b> - Assist PM, supervise on-site activities, coordinate sub-contractors, support reporting. - Licensed Civil Engineer for at least 5 years.	At least 3 years of experience as Deputy Project Manager on Building Projects
<b>1</b>	<b>Structural Engineer</b> - Supervision of structural works, ensure compliance with design and codes. - Licensed Civil Engineer for at least 10 years	At least 5 years of experience as Structural Engineer on Building Projects
<b>1</b>	<b>Geodetic Engineer</b> - Set-out construction works, verify alignments and elevations.	At least 3 years of experience as Geodetic

	<ul style="list-style-type: none"> <li>- Licensed Geodetic Engineer for at least 5 years.</li> </ul>	Engineer on Building Projects
<b>1</b>	<b>Electrical Engineer</b> <ul style="list-style-type: none"> <li>- Supervision of electrical system installation and testing.</li> <li>- Licensed Electrical Engineer for at least 5 years.</li> </ul>	At least 3 years of experience as Electrical Engineer on Building Projects
<b>1</b>	<b>Mechanical Engineer</b> <ul style="list-style-type: none"> <li>- Supervision of mechanical and HVAC systems.</li> <li>- Licensed Mechanical Engineer for at least 5 years.</li> </ul>	At least 3 years of experience as Mechanical Engineer on Building Projects
<b>1</b>	<b>Sanitary Engineer/ Master Plumber</b> <ul style="list-style-type: none"> <li>- Supervision of water supply, drainage, and plumbing installations.</li> <li>- Licensed Sanitary Engineer / Master Plumber for at least 5 years.</li> </ul>	At least 3 years of experience as Sanitary Engineer/ Master Plumber on Building Projects
<b>1</b>	<b>Electronics Engineer</b> <ul style="list-style-type: none"> <li>- Supervision of low-voltage, communication, and data system installations.</li> <li>- Licensed Electronics Engineer for at least 5 years.</li> </ul>	At least 3 years of experience as Electronics Engineer on Building Projects
<b>1</b>	<b>Materials Engineer II</b> <ul style="list-style-type: none"> <li>- Conduct quality control, testing, and certification of construction materials.</li> <li>- Licensed Civil Engineer and DPWH-accredited Materials Engineer II for at least 5 years.</li> </ul>	At least 3 years of experience as Materials Engineer II on Building Projects
<b>1</b>	<b>Quantity Surveyor</b> <ul style="list-style-type: none"> <li>- Prepare BOQ, monitor budget, evaluate change orders.</li> <li>- Licensed Engineer or Architect for at least 5 years.</li> </ul>	At least 3 years of experience as Quantity Surveyor on Building Projects
<b>1</b>	<b>Architect</b> <ul style="list-style-type: none"> <li>- Construction phase architectural supervision, review of shop drawings and finishes, verification of compliance with approved plans and design intent.</li> </ul>	At least 5 years of experience as Architect on Building Projects

	- Licensed Architect for at least 10 years.	
<b>1</b>	<b>Health and Safety Officer</b> - Ensure compliance with occupational safety regulations, conduct inspections and training. - DOLE accredited safety officer for at least 5 years.	At least 3 years of experience as DOLE accredited Health and Safety Officer on Building Projects

## Operation and Management Requirements

The Challengers or Prospective Bidders must have satisfactorily undertaken real estate and property management and administration for High-Rise Condominium building and must have following:

- a. Have operated and managed condominium property for at least five (5) years.

<b>NO</b>	<b>Position</b>	<b>Minimum Qualifications and Type of Experience</b>
<b>1</b>	<b>Project Manager</b>	Must have at least ten (10) years of relevant experience in project management of housing, real estate or infrastructure development projects. Must have served as Project Manager, Project Director, or in an equivalent capacity in at least one (1) completed residential housing, economic housing or mixed-use development project comparable in scale and complexity to the Project. The Project Manager shall be responsible for overseeing the entire Project including planning, design coordination, construction supervision, schedule management, and overall project implementation, and shall serve as the primary point of coordination with the Implementing Agency.
<b>2</b>	<b>General Manager</b>	Must have at least ten (10) years of senior management experience in real estate or housing development, property management or related sectors. Must have served in an executive or senior leadership role such as General Manager or

		<p>Operations Manager or equivalent for at least five (5) years. The General manager shall be responsible for providing strategic direction, overseeing day-to-day operations, ensuring organizational and operational readiness, and ensuring compliance with contractual obligations and applicable laws and regulations throughout the Project implementation.</p>
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The personnel identified in this Section may be employed or engaged by the Prospective Comparative Proponent, Consortium Member, Affiliate, or any of their proposed contractors or property managers.

The Prospective Comparative Proponent shall be composed of duly registered and licensed professionals, authorized by the appropriate regulatory bodies to practice their respective professions. Where applicable, personnel shall possess the necessary certifications, licenses, and supporting documents.

A Valid License shall refer to a license issued by the Professional Regulation Commission (PRC) or other appropriate Government of the Philippines Professional Regulatory Body, and which remains valid and effective at the time of submission and throughout the duration of the Project.

The Comparative Proponent shall submit proof of qualifications and experience of the identified personnel, including curriculum vitae and certifications, as part of the Qualification Documents.

## 12.7. Financial Qualification Requirements

**12.7.1.** To qualify to submit a Comparative Proposal for the Project, the Prospective Comparative Proponent must have achieved the following Financial Qualification Requirements.

a. Equity Requirements

The net worth of the Prospective Comparative Proponents or Prospective Bidders must be equivalent to at least twenty percent (20%) of the Total Project cost which, in turn, is equivalent to **One Hundred Ninety-Six Million Six Hundred Forty-Seven Thousand One Hundred Forty-One Philippine Pesos (PHP 196,647,141.00)** or its equivalent in foreign currency. This net worth requirement must have been met for each of the past two financial years – 2023, 2024 – based on the respective audited financial statements. This requirement shall be supported by the requirements set forth in Section 3.

b. Debt Requirements

Prospective Comparative Proponents must be in a good financial standing and is qualified to obtain credit accommodations to finance the Project in an amount up to seventy (80%) of the Total Project cost equivalent to **Seven Hundred Eighty-Six Million Five Hundred Eighty-Eight Thousand Five Hundred Sixty-Four Philippine Pesos (PHP 786,588,564.00)**. This amount may be reduced to the extent of its excess minimum net worth indicated in Section 12.7.1(a) (*Equity Requirements*).

**12.7.2.** The entity which fulfills this requirement may be:

a. If the Prospective Comparative Proponent is a partnership or corporation: (i) the Prospective

Comparative Proponent itself; or (ii) an Affiliate of the Prospective Comparative Proponent.

- b. If the Prospective Comparative Proponent is a consortium: (i) the Lead Member; or (ii) an Affiliate of the Lead Member.

**12.7.3.** The Lead Member must be the consortium member with the largest equity interest in the consortium, and this interest must be at least thirty-three percent (33%).

### **12.8. Envelope 1 - Qualification Documents**

Envelope 1 shall contain the Qualification Documents of the Comparative Proponents comprised of the following:

**12.8.1.** Omnibus Sworn Statement and Application to Qualify and Authority to Submit Comparative Proposal (using the form in Annex QD-1)

**12.8.2.** Business Structure/Plan (using the form in Annex QD-1B);

**12.8.3.** Company Information  
Accomplished Company Information form as prescribed in Annex QD-2

**12.8.3.1.** A certified true copy of its latest General Information Sheets (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 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

authorized representative. If it comes from the entity's corporate secretary, or the Consortium's authorized representative. If it comes from the entity's corporate secretary or 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. 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.

**12.8.3.2.** Certified true copy of Certificate of Incorporation issued 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 SEC Certificate of Incorporation or the equivalent document

for a foreign entity must be certified by the SEC or its equivalent in a foreign entity, or the entity's corporate secretary, or the Consortium's authorized representative. If the certification is issued outside of 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 PBAC will accept a certified true copy of the Certificate of Incorporation issued by the registrar of the corporation.

**12.8.3.3.** Certified true copies of the Articles of Incorporation and By-laws, or latest amendments thereof, or for a foreign entity, the 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 by SEC or its equivalent in a foreign country, or by the entity's corporate secretary or 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 at the place of issue.

**12.8.3.4.** Board of Directors' Resolution authorizing the participation of the Challengers or

Prospective Bidders in the Competitive Challenge Process for the Project. In case of a Consortium, each of the members' Board of Directors' 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.

- 12.8.3.5.** Certified true copy of the valid Business/Mayor's Permit from the relevant local government unit or its equivalent document or any relevant document (e.g., Operating License) in the case of foreign entities.
- 12.8.3.6.** 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 Comparative Proponents and each Consortium Member)
- 12.8.3.7.** Certified True Copies of its last two (2) years Audited Financial Statement as stamped received by the BIR or by the appropriate government agency equivalent to the BIR in the foreign country where the foreign entity is registered.

For Comparative Proponents registered as partnerships or cooperatives, the PBAC reserves the right to accept or reject any submitted documents that are deemed to be equivalents of the required attachments specified above.

## **12.9. Certificate 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-4.

## **12.10.Envelope 2 – Technical Proposal**

The second envelope shall contain the Comparative Proponent's Technical Proposal and shall include the following documents:

### **12.10.1. Bid Security**

The Bid Security to be posted by the Comparative Proponent shall be in accordance with Section 23 below.

### **12.10.2. Notarized Statement of Acceptance of the Original Proponent's Conceptual Engineering Design**

The Conceptual Engineering Design of the Original Proponent will be made available to Prospective Comparative Proponents. Prospective Comparative Proponents shall be given the option to either accept the Conceptual Engineering Design of the Original Proponent without modification or prepare their own Conceptual Engineering Design.

Prospective Comparative Proponents that opt to accept the Conceptual Engineering Design of the Original Proponent shall submit a Notarized Statement of Acceptance of the Original Proponent's Conceptual Engineering Design using the form in Annex TP-2.

### **12.10.3. Conceptual Engineering Design** (using the form in Annex TP-3)

Proponents shall also submit their own Conceptual Engineering Design which shall conform to the \*Minimum Performance Standards and Specifications (MPSS) for the Project, presented in the prescribed scales, and provide a level of detail that will enable quantities to be estimated up to the plus/minus twenty percent (+/-20%) of the final quantities.

*[\*MPSS provided a schedule for submission of Conceptual Design including architecture floor plans and perspective within the technical proposal. Detailed blueprint and e-copies of the CADD (Architectural plan, structural plan and seismic analysis; electrical, mechanical, sanitary plans etc.,) must be submitted 30 days after award]*

**12.10.4. Preliminary Construction Plan** (using the form in Annex TP-4)

This shall include but not limited to the following elements consistent with MPSS and specifications for construction.

- i. Construction organization and management structures for the Construction Works, identifying key personnel and positions,
- ii. Contractors and Sub-contractors;
- iii. Construction methodology and procedures;
- iv. Quality control system;
- v. Detailed construction schedule, milestones, and S-curve covering all construction packages;
- vi. Major construction equipment to be used;
- vii. Detailed Traffic Management Plan during Construction;
- viii. Concessionaire and/or Contractor's detailed Quality Control Plan (QCP) and/or detailed Quality Assurance Plan;
- ix. Concessionaire and/or Contractor's Detailed Installation Procedures (Work Methodology) and Schedules;
- x. Concessionaire and/or Contractor's Quality Plan;
- xi. Concessionaire and/or Contractor's Construction Safety and Health Program (Health, safety, and security program); and
- xii. Concessionaire and/or Contractor's Environmental Monitoring and Management Process.

**12.11. Envelope 3 – Financial Proposal**

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

**12.12.1. 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.

#### **12.12.2. Financial Model**

Using the prescribed contents of the Financial Model in Annex FP-2, the Challengers or Prospective Bidders 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 Challengers or Consortium.

#### **12.12.3. 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, 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.

### **13. SUBMISSION OF COMPARATIVE PROPOSALS**

#### **13.1. Format of Submission**

- a. Each page of each of the Eligibility Documents, including any required attachments shall be signed on the right margin by the Prospective Comparative Proponent's authorized representative.
- b. Eligibility Documents must be printed in standard A4 size (210x297mm), must be paginated, and text must be legible font size.

- c. Prospective Comparative Proponents shall submit the Eligibility Documents in one (1) complete original set, clearly marked on each page as "ORIGINAL" and signed on the right margin and five (5) photocopies, signed on the right margin of every page of each set by the Prospective Comparative Proponent's authorized representative clearly marked on each page as "COPY NO. \_\_\_\_".
- d. Prospective Comparative Proponents shall submit one (1) readable and searchable electronic copy of the Eligibility Documents in USB, the USB must be placed in a sealed envelope and marked "ELECTRONIC COPY".
- e. The original set must be placed in envelope sealed and marked as follows:
- f. Each of the five (5) envelopes must be signed and sealed appropriately and labeled as follows:

CITY GOVERNMENT OF SAN JUAN  
**MAKABAGONG SAN JUAN COMMUNITY HOUSING  
PROJECT**  
COMPARATIVE PROPOSAL-COPY  
  
(NAME AND ADDRESS OF PROSPECTIVE COMPARATIVE  
PROPONENT)

- g. Submit to PPP PBAC Secretariat:

Attention:       Mona TanLim

Address:        City Investment and Promotion Center,  
Upper Ground Floor, San Juan City Hall,  
Pinaglabanan Street, cor. Dr. P. A. Narciso,  
Street, San Juan, Metro Manila

Email:           [cipcsj@gmail.com](mailto:cipcsj@gmail.com)  
[cipc@sanjuancity.gov.ph](mailto:cipc@sanjuancity.gov.ph)

## **13.2.Procedures for Submission**

- 13.2.1.** On the Comparative Proposal Submission Date, the Prospective Comparative Proponents shall submit their Proposals to the Chairman of the PBAC for the Project.
- 13.2.2.** All Comparative Proposals must be submitted before the Comparative Proposal Submission Date in Section [6] (Indicative Milestone Dates). The date and time of submission shall be recorded using the official clock set at Philippine Standard Time (PST) as publicly displayed at <https://oras.pagasa.dost.gov.ph>. The Prospective Comparative Proponents shall be responsible for synchronizing their timepieces with the official clock.
- 13.2.3.** Every Comparative Proposal submitted shall be numbered in the order received and stamped with the time of receipt. In addition, the receipt of each set of Comparative Proposals will be recorded in a register in the order of receipt specifying the date, time, and name of the Comparative Proponent submitting the same.
- 13.2.4.** Comparative Proposals submitted after May 11,2026 on the Comparative Proposal Submission Date shall not be accepted and any late Prospective Comparative Proponent shall be disqualified. Thereafter, the same shall be returned unopened.

## **13.3. Confidentiality**

Information relating to the examination, evaluation, clarification, and comparison of Comparative Proposals and recommendations concerning the award of the Project shall not be disclosed to any of the Prospective Comparative Proponents or other persons not officially concerned with the Comparative Challenge Process.

The PBAC will not return the original or the copies of any Comparative Proposal submitted by Comparative Proponents.

## **14. WITHDRAWAL AND/OR MODIFICATION OF COMPARATIVE PROPOSALS**

- 14.1.** Withdrawal and/or modifications of Comparative Proposals may be allowed upon written notice by the Comparative Proponent concerned to the City before the Comparative Proposal Submission Date. No Comparative Proposals shall be withdrawn or modified after the Comparative Proposal Submission Date.
- 14.2.** Modifications received after the Comparative Proposal shall be considered late and will be returned unopened.
- 14.3.** Withdrawal of Comparative Proposals after the Comparative Proposal Submission Date shall cause the forfeiture of the Bid Security.
- 14.4.** A Comparative Proponent that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

## **15. OPENING OF QUALIFICATION DOCUMENTS**

- 15.1.** Within ten (10) calendar days from the deadline of the Comparative Proposal Submission Date, the PBAC will begin the opening proceedings by announcing the names of Comparative Proponents that submitted Comparative Proposals and other details that the PBAC may consider appropriate.
- 15.2.** Each Comparative Proponent shall name a designated representative who shall have written authorization from the Comparative Proponent or Lead Member to officially participate in the proceedings and to respond to the PBAC should it have any queries regarding the submission of the Comparative Proposal. The representatives who attend the opening proceedings shall sign the register confirming their attendance.
- 15.3.** Comparative Proponents who do not send a representative to witness the opening shall be deemed to have waived the opportunity to witness the proceedings. The absence of any invited Prospective Comparative Proponent during the opening shall not nullify the opening proceedings.

**15.4.** The PBAC will then proceed with the opening of envelopes containing the Qualification Documents (First Envelope) of each Comparative Proponent, one at a time, in the order in which the Comparative Proposals were received, in a public session and in view of all attending Comparative Proponents. The PBAC shall examine the contents of the First Envelope to determine the completeness of the documents and whether they are substantially responsive to the requirements prescribed in Section [xxx].

**15.5.** If the First Envelope is found to be incomplete in any material aspect or nonresponsive, the PBAC shall notify the Comparative Proponent of its disqualification with the reason of disqualification, and return the unopened Second and Third Envelopes to the Comparative Proponent concerned upon the lapse of the period to file a motion for reconsideration of such disqualification or the final protest regarding such disqualification, whichever is applicable.

## **16. EVALUATION OF QUALIFICATION DOCUMENTS**

**16.1.** The PBAC shall conduct a detailed evaluation of the Qualification Documents of Comparative Proponents whose First Envelopes were not rejected over a period of twenty (20) calendar days from the date the First Envelopes were opened, in order to determine whether the Comparative Proponents have submitted Qualification Documents which are responsive to the Legal, Technical, and Financial Requirements prescribed in Section [12].

**16.2.** The PBAC shall duly inform Comparative Proponents whether they are qualified or disqualified, and for the latter, the reasons for disqualification, within twenty (20) calendars or such longer period as may be allowed but, in any case, not longer than thirty (30) calendar days after the opening the Comparative Proposals.

**16.3.** The PBAC reserves the right to seek clarifications and make inquiries with Comparative Proponents, any person, government authority, client organization, consortium member, officer, director, employee or other agent of any Comparative Proponent, consortium member, or affiliate of any of these entities for the purpose of clarifying any matter included in the Comparative Proponent's Qualification Documents.

The PBAC shall make all requests for clarification in writing. Clarifications shall be limited to providing explanations and/or supporting documentation for information included as part of the Qualification Documents and shall not include the submission of additional elements and new requirements, nor modification of the submitted documents in any way. Any clarification by the Comparative Proponent or third parties that is not in response to the request by the PBAC shall not be considered.

**16.4.** Disqualified Comparative Proponents may appeal the disqualification in accordance with the protest mechanism under the PPP Code IRR. Unopened Second and Third Envelopes of such disqualified Comparative Proponents shall be returned upon the lapse of the period to file a motion for reconsideration of such disqualification or the final protest regarding such disqualification, whichever is applicable.

**16.5.** Qualified Comparative Proponents shall be informed of the date, time, and venue for the opening of the Second Envelope.

## **17. OPENING OF TECHNICAL PROPOSALS**

**17.1.** The PBAC shall open the Technical Proposals (Second Envelope) of each Qualified Comparative Proponent, one at a time, in the order in which the Comparative Proposals were received in a public session and in view of all attending Comparative Proponents. The PBAC shall first assess whether the Second Envelope is complete and compliant with the Comparative Challenge Documents. Thereafter, it shall conduct a detailed evaluation based on the technical evaluation criteria in Section [12.6].

**17.2.** If the Second Envelope is found to be incomplete in any material aspect, nonresponsive, or not accompanied by a Bid Security in form, amount, and period of validity as prescribed in Section [23], the PBAC shall notify the Comparative Proponent of its disqualification with the reason of disqualification, and return the unopened Envelope 3 to the Comparative Proponent concerned upon the lapse of the period to file a motion for reconsideration of such disqualification or the final protest regarding such disqualification, whichever is applicable.

## **18. EVALUATION OF TECHNICAL PROPOSALS**

- 18.1.** The PBAC shall conduct a detailed evaluation of the Technical Proposals of Qualified Comparative Proponents whose First Envelopes were not rejected over a period of thirty (30) calendar days from the date the Second Envelopes were opened, in order to determine whether the Comparative Proponents have submitted Technical Proposals which are responsive to the requirements set forth in Section [12.10] and satisfy the technical evaluation criteria in [12.6].
- 18.2.** The PBAC shall duly inform Comparative Proponents whether they pass or fail the technical evaluation, and for the latter, the reasons for failure.
- 18.3.** The PBAC reserves the right to seek clarifications and make inquiries with Comparative Proponents, any person, government authority, client organization, consortium member, officer, director, employee or other agent of any Comparative Proponent, consortium member, or affiliate of any of these entities for the purpose of clarifying any matter included in the Comparative Proponent's Technical Proposal.

The PBAC shall make all requests for clarification in writing. Clarifications shall be limited to providing explanations and/or supporting documentation for information included as part of the Technical Proposal and shall not include the submission of additional elements and new requirements, nor modification of the submitted documents in any way. Any clarification by the Comparative Proponent or third parties that is not in response to the request by the PBAC shall not be considered.

- 18.4.** Comparative Proponents that fail the technical evaluation may appeal in accordance with the protest mechanism under the PPP Code IRR. Unopened Third Envelopes of such Comparative Proponents shall be returned upon the lapse of the period to file a motion for reconsideration or the final protest, whichever is applicable.

**18.5.** Comparative Proponents that pass the technical evaluation shall be informed of the date, time, and venue for the opening of the Third Envelope.

## **19. OPENING OF FINANCIAL PROPOSALS**

**19.1.** The PBAC shall open the Financial Proposals (Third Envelope) of Comparative Proponents that pass the technical evaluation, one at a time, in the order in which the Comparative Proposals were received in a public session and in view of all attending Comparative Proponents. The PBAC shall first assess whether the Third Envelope is complete and compliant with the Comparative Challenge Documents. Only Financial Proposals deemed complete and have higher Bid Offers than that of the Original Proponent shall be considered for detailed evaluation.

**19.2.** If the Third Envelope is found to be incomplete in any material aspect or nonresponsive, the PBAC shall notify the Comparative Proponent of its disqualification with the reason of disqualification, and return the Third Envelope to the Comparative Proponent concerned upon the lapse of the period to file a motion for reconsideration of such disqualification or the final protest regarding such disqualification, whichever is applicable.

## **20. EVALUATION OF FINANCIAL PROPOSALS**

**20.1.** The PBAC shall conduct a detailed evaluation of the Financial Proposals of Comparative Proponents whose Bid Offers were not rejected over a period of fifteen (15) calendar days from the date the evaluation of Technical Proposals have been completed, in order to determine whether the Comparative Proponents have submitted Financial Proposals which are responsive to the requirements set forth in Section [12.11] and satisfy the financial evaluation criteria in [12.7].

**20.2.** The PBAC reserves the right to seek clarifications and make inquiries with Comparative Proponents, any person, government authority, client organization, consortium member, officer, director, employee or other agent of any Comparative Proponent, consortium member, or affiliate of any of these entities for the purpose of

clarifying any matter included in the Comparative Proponent's Financial Proposal.

The PBAC shall make all requests for clarification in writing. Clarifications shall be limited to providing explanations and/or supporting documentation for information included as part of the Financial Proposal and shall not include the submission of additional elements and new requirements, nor modification of the submitted documents in any way. Any clarification by the Comparative Proponent or third parties that is not in response to the request by the PBAC shall not be considered.

**20.3.** The PBAC shall then rank the Bid Offers of Comparative Proponents with complying, complete, and consistent Financial Proposals, and the Comparative Proponent that offers the Highest Bid Offer to the City shall be considered the Most Superior Comparative Proposal, provided that the offer should be higher than that of the Original Proponent.

**20.4.** Those Comparative Proponent/s with Financial Proposal/s ranked below the Most Superior Comparative Proposal shall be notified of the results of the evaluation of Financial Proposals.

**20.5.** In the event of a tie between two or more Comparative Proponents for Most Superior Comparative Proposal, the tie shall be resolved through the drawing of lots.

The drawing of lots shall be properly documented, and the authorized representatives of the tied Comparative Proponents shall be invited to witness the proceedings to ensure transparency.

## **21. RIGHT TO MATCH**

**21.1.** In the event that the Most Superior Comparative Proposal has a better Financial Proposal than that of the Original Proponent, the Original Proponent shall have the right to match such offer within thirty (30) calendar days from receipt of written notice by the PBAC.

**21.2.** The exercise of the right to match shall be effected through a written notice addressed to the PBAC Chairperson and signed duly

by the duly authorized representative of the Original Proponent, accompanied by an updated or revised Financial Proposal.

**21.3.** If the Original Proponent successfully matches the offer within the prescribed period, the Original Proponent shall be declared the Winning Private Proponent and shall be awarded the Project.

**21.4.** If the Original Proponent fails to match the offer within the prescribed period, the Comparative Proponent with the Most Superior Comparative Proposal shall be declared the Winning Private Proponent and shall be awarded the Project.

**22. NO COMPARATIVE PROPONENTS; NO QUALIFIED COMPARATIVE PROPONENTS; NO COMPLYING COMPARATIVE PROPOSALS; SINGLE COMPARATIVE PROPOSAL**

**22.1.** If no Comparative Proponents submit Comparative Proposals by the Comparative Proposal Submission Date, or if no Comparative Proponents are determined to be qualified, or if no submitted Comparative Proposals are found to be complying, the Original Proponent shall be declared the Winning Private Proponent and shall be awarded the Project, subject to its compliance with post-award requirements and the execution of the JVA.

**22.2.** The submission of only one (1) Comparative Proposal shall not result in a failure of the Comparative Challenge Process. In such a case, the sole Comparative Proposal shall be opened and evaluated by the PBAC in accordance with these Instructions.

**23. BID SECURITY**

**23.1. Form and Amount**

Each Comparative Proponent shall submit a Bid Security in the form of 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 the City of San Juan, or any combination thereof payable to the City of San Juan in the amount of **Nineteen**

**Million Six Hundred Sixty-Four Thousand Seven Hundred Fourteen Pesos and Ten Cents (PHP 19,664,714.10).**

In case the Bid Security is issued by an international bank, said security must be confirmed and validated by its local branch in the Philippines or by a bank that is duly registered and authorized by the Bangko Sentral ng Pilipinas.

**23.2. Validity and Purpose**

The Bid Security shall be valid for a period of one hundred eighty (180) days from the date of opening of the Proposals.

The Bid Security shall guarantee that the Comparative Proponent will abide by all the rules and procedures of the Comparative Challenge and that if selected as the Winning Private Proponent, it shall comply with all the conditions and requirements specified in the Notice of Award, post the required performance security, and enter into the JVA, all within the prescribed periods.

**23.3. Forfeiture of Bid Security**

The Bid Security shall be forfeited in favor of the City if the Comparative Proponent:

- A. Withdraws or modifies its Comparative Proposal after the deadline for submission of proposals;
- B. Fails to clarify or substantiate its Comparative Proposal when required by the PBAC within the prescribed period;
- C. Fails to submit the required post-award documents within the period specified in the NOA; or
- D. Fails or refuses to execute the Joint Venture Agreement within the period specified in the NOA, without valid cause.

Forfeiture of the Bid Security pursuant to this section shall be without prejudice to the City's right to pursue any other legal or equitable remedies available under applicable laws.

#### **23.4. Return of Bid Security**

The Bid Securities of unsuccessful Comparative Proponents shall be returned after the issuance of the Notice of Award to the Winning Private Proponent.

The Bid Security of the Winning Private Proponent shall be returned upon execution of the JVA and submission of all required post-award securities, as applicable.

### **24. NOTICE OF AWARD**

#### **24.1. Recommendation to Award**

Within seven (7) calendar days from date of completion of the Comparative Challenge Period, in case there is no Comparative Proponent, or the right-to-match, whichever is applicable, the PBAC shall submit to the City Mayor a recommendation to award, with a detailed evaluation or assessment report on its decision.

#### **24.2. Decision to Award**

Thereafter, the City Mayor shall render a decision on the recommendation to award within seven (7) calendar days from submission of the PBAC of such recommendation. Upon approval, the City Mayor shall issue the Notice of Award to the Winning Private Proponent no later than three (3) calendar days from the approval thereof.

#### **24.3. Award Requirements**

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

- a. Notice of Award signed by the authorized representative of the Winning Private Proponent;
- b. Performance Security for Construction in favor of the City of San Juan, in any of the following forms and amounts:

- i. Cash, irrevocable letters of credit, or bank draft – a minimum of two percent (2%) of the total Project Cost;
    - ii. Bank Guarantee - a minimum of five percent (5%) of the total Project Cost;
    - iii. Surety Bond – a minimum of ten percent (10%) of the total Project Cost.
  - c. Proof of commitment of the required equity contribution:
    - i. In cases where the Winning Private Proponent is a corporation, a treasurer's affidavit attesting to actual paid-up capital, subscription agreement between shareholders of the Winning Private Proponent and the Winning Private Proponent itself covering said equity contribution, or shareholders agreement between and amongst two (2) or more shareholders of the Winning Private Proponent undertaking to contribute or subscribe the required equity contribution; or
    - ii. In the case of a consortium, an undertaking of the members thereof to infuse the required equity contribution to the consortium.
  - d. Proof of firm commitments from reputable financial institutions to provide sufficient credit lines to cover the Project Cost to be shouldered by the Winning Private Proponent;
  - e. In case a special purpose company (SPC) has already been formed for purposes of undertaking the PPP Project, proof of company registration with the Securities and Exchange Commission (SEC) in accordance with Philippine laws, consisting of SEC certified true copies 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 duly elected corporate secretary, wherein the shareholders of the SPC and their respective percentage shareholdings should be same as those previously submitted documents;
  - f. In case of an SPC, the agreement indicating that the SPC members are jointly and severally liable for the obligations of the SPC under the JVA;

- g. In case of an SPC, a duly notarized certification of resolutions adopted by the board of Directors issued by the authorized officer of the SPC: [i] attesting that the SPC conducted an organization meeting of its stockholders and elected its regular board of directors and corporate officers, and [ii] authorizing the execution, delivery, and performance of the JVA and other transaction documents;
- h. Sworn secretary's certificate with attached board resolution or power of attorney designating the authorized signatory to the JVA; and
- i. Other conditions that the City of San Juan may require.

#### **24.4. Compliance by the Winning Private Proponent**

Within twenty (20) calendar days from receipt of the Notice of Award, the Winning Private Proponent shall submit the requirements and shall comply with the conditions for the award stated in such notice.

Within five (5) calendar days upon receipt of the foregoing requirements for award, the City Mayor shall determine its compliance with all the conditions stated in the said notice, and notify the Winning Private Proponent thereof.

### **25. EXECUTION OF THE JOINT VENTURE AGREEMENT**

- 25.1.** Within five (5) days from the receipt of the advice or notice of the City of San Juan that all conditions stated in the Notice of Award have been fully complied, the Winning Private Proponent must sign the execution copy of the JVA.
- 25.2.** Except to incorporate the applicable terms of the Technical and Financial Proposals of the Winning Private Proponent and considering that the final terms and conditions of the Project had been previously and successfully negotiated between the City of San Juan and the Original Proponent, there shall be no contract negotiation or major amendments made to the JVA after contract award.

**25.3.** Failure of the Winning Private Proponent to execute the JVA and to submit all required post-award documents within the time specified in the NOA, or within such extended period as the PBAC may grant for valid and justifiable reasons, shall constitute a ground for the forfeiture of the bid security and cancellation of the award, without prejudice to the City's right to pursue other available legal remedies, including re-issuance of the comparative challenge documents or award to the next best qualified Comparative Proponent.

## **26. PRE-BID CONFERENCE**

The PBAC will conduct a Pre-Bid Conference for Prospective Comparative Proponents to clarify any part of the Comparative Challenge documents and to answer any relevant question from Prospective Comparative Proponents. No provision, term, or condition in the Comparative Challenge Documents shall be modified by statements made at the Pre-Bid Conference unless these are stated in writing and agreed upon by the parties in a supplemental notice issued by PBAC. The Pre-Bid Conference shall be held at least forty-five (45) calendar days before the deadline for the submission of bids.

## **27. RIGHT OF THE CITY TO REJECT PROPOSALS, WAIVE MINOR DEFECTS, AND NOT TO PROCEED**

**27.1.** The City reserves the right to reject any or all Comparative Proposals and to waive minor defects or deficiencies therein, provided that the waiving of defects should only be limited to nonconformities that do not constitute a material deviation, reservation, or omission.

**27.2.** The City likewise reserves the right not to proceed with the Project, to terminate the Comparative Challenge Process, not to award the JVA to any Comparative Proponent or the Original Proponent, and not to execute the JVA for valid and justifiable reasons without prior notice or liability to any person.

## **28. GENERAL CONDITIONS**

By submitting its Proposal, the Comparative Proponent acknowledges and agrees that:

**28.1.1.** it, including all Consortium Members, proposed contractors, and Affiliates, and their respective officers, employees,

agents and advisers shall observe the highest standard of ethics during the Comparative Challenge Process;

- 28.1.2.** it, including all Consortium Members, proposed contractors, and Affiliates, and their respective officers, employees, agents and advisers shall not commit any Prohibited Act;
- 28.1.3.** it, including all Consortium Members, proposed contractors, and Affiliates, and their respective officers, employees, agents and advisers, shall not engage in any form of political or other lobbying with respect to the Project or attempt to influence the outcome of the Comparative Challenge Process; and
- 28.1.4.** it accepts all the terms and conditions of the Comparative Challenge Documents.

## **29. PROHIBITED ACTS**

**29.1.** If a Comparative Proponent, any Consortium Member, any proposed contractor, or Affiliate, the Winning Private Proponent or the Concessionaire, as the case may be, is found to have, directly or indirectly, engaged in any Corrupt, Fraudulent, Collusive, Coercive, Undesirable or Restrictive Practice during the Comparative Challenge Process, or after the issuance of the Notice of Award or the execution of the Concession Agreement, the PBAC/City of San Juan shall:

- 29.1.1.** reject or disqualify the Proposal of or withdraw the Notice of Award to such Comparative Proponent, without being liable in any manner whatsoever to the Comparative Proponent;
- 29.1.2.** forfeit and appropriate the Bid Security of such Comparative Proponent, without prejudice to any other right or remedy that may be available to the City of San Juan;
- 29.1.3.** seek to impose the maximum penalties for civil and criminal liability available under the applicable law on individuals and/or entities involved in such practices; and
- 29.1.4.** permanently prohibit or disqualify individuals and/or entities involved in such practices from participating in any bidding of the City of San Juan from the date that they are found to have directly or indirectly engaged in any such practices.

**29.2.** For the purposes of this Section, the following terms shall have the meanings hereinafter assigned to them:

- 29.2.1.** Corrupt Practice means any of the prohibited acts and omissions punishable under Republic Act No. 3019 ("Anti-Graft and Corrupt Practices Act"), Act No. 3815 ("Revised Penal Code"), Republic Act No. 6713 ("Code of Conduct and Ethical Standards for Public Officials and Employees"), Republic Act No. 7080 ("Anti-Plunder Act"), and other applicable laws and relevant rules and procedures, by which a person improperly and unlawfully enriches or benefits himself or others, or induces others to do so, and includes the offering, giving, receiving, or soliciting of anything of value to influence the actions of any person connected with the Comparative Challenge Process or the execution of the Concession Agreement;
- 29.2.2.** Fraudulent Practice means any hoax, delusion, falsification, scheme, artifice, dishonesty, trickery, deceit, cheating and the like, especially when involving misrepresentation, omission, concealment, suppression, non-disclosure or disclosure of incomplete facts, in order to influence the Comparative Challenge Process or the execution of the Concession Agreement;
- 29.2.3.** "Collusive Practice" means a scheme or arrangement between two (2) or more Comparative Proponents, with or without the knowledge of the government, designed to establish the Bid Amount at artificial, non-competitive levels;
- 29.2.4.** "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, or exercising undue influence upon any person or property in order to influence any person's participation in the Comparative Challenge Process or the execution of the Concession Agreement;
- 29.2.5.** "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the City Government of San Juan or any government agency with the objective of canvassing or lobbying or (ii) in any manner

influencing or attempting to influence the Comparative Challenge Process; and

- 29.2.6.** "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 Comparative Proponents or Consortium Members (or the Affiliates of any of these entities), proposed contractors, with the objective of restricting, subverting or manipulating a full and fair competition in the Comparative Challenge Process.

### **30. CONFLICT OF INTEREST**

**30.1.** Comparative Proponents and Consortium Members (if the Comparative Proponent is a Consortium), including their contractors or Affiliates, must not have any Conflict of Interest. A Conflict of Interest shall be deemed to exist where any such party has a relationship, or is placed in a situation, whether direct or indirect, that could be reasonably perceived to:

- 30.1.1.** Create an appearance of partiality in the Comparative Proponent's dealings with the City Government of San Juan;
- 30.1.2.** Provide the Comparative Proponent with an unfair competitive advantage over other Comparative Proponents, including access to confidential information not available to all other Comparative Proponents; or
- 30.1.3.** Otherwise compromise the integrity, fairness, and transparency of the Comparative Challenge Process.

The assessment of the existence of a Conflict of Interest shall be based on the specific facts of each case.

**30.2.** Without limiting the generality of Section 30.1, a Conflict of Interest shall be deemed to exist in any of the following circumstances because they constitute overt acts or situations which indicate collusion between two or more Comparative Proponents:

- 30.2.1.** a Comparative Proponent, any Consortium Member, or any of their Affiliates (of either a Comparative Proponent or of the Consortium Member) is a member of another Consortium, or an Affiliate of a member of another Consortium;

- 30.2.2.** a member of the board of directors, partner, officer, employee, professional advisor or agent of a Comparative Proponent, any Consortium Member, or any of their Affiliates (of either the Comparative Proponent or any of its Consortium Members) who is directly involved in the Comparative Challenge Process for the Project, is also directly involved in any capacity related to the Comparative Challenge Process for the Project for another Comparative Proponent, any Consortium Member of any other Comparative Proponent, or any of their Affiliates (of either the Comparative Proponent or any of its Consortium Members); provided, however, that in relation to a professional advisor, there shall be no Conflict of Interest if prior written disclosure is submitted by such professional advisor to its client Comparative Proponent and the City Government of San Juan, together with a conflict management plan which must be approved by the City Government of San Juan;
- 30.2.3.** With respect to professional advisors, the prohibition applies to the professional advisor (whether juridical or natural) and its Affiliates.
- 30.2.4.** For purposes of this Section, and without limiting the discretion of the PBAC to determine what constitutes Conflict of Interest, "direct involvement" means actual participation in the deliberations and decision-making for the Comparative Challenge Process that would give the director, partner, officer, employee knowledge/information regarding the Proposals of the Comparative Proponents and which will allow such director, partner, officer, or employee to influence the Proposals.
- 30.2.5.** For the avoidance of doubt, the matters listed under Section 30.2 shall not be considered Collusive Practice as defined under Section 30.2.4.
- 30.3.** Without limiting the generality of what constitutes Conflict of Interest, any of the following shall be considered a Conflict of Interest because of engagement by the City Government of San Juan for the Project:
- 30.3.1.** a Comparative Proponent, any of its Consortium Members (or any Affiliate of any of these entities), or any proposed

contractor, has been directly engaged as a consultant by the City Government of San Juan in the preparation of any Comparative Challenge Documents or the design, or technical specifications of the Project or in connection with the Comparative Challenge Process; or

**30.3.2.** a Comparative Proponent, any of its Consortium Members (or any Affiliate of any of these entities), or any proposed contractor, engages any legal, financial, or technical adviser of the City Government of San Juan or the PPP Center in relation to the Project, or anyone who is or was an employee of the City Government of San Juan or the PPP Center and was directly involved in the Project less than one (1) year before his or her engagement in relation to the Project by the Comparative Proponent, any of its Consortium Members (or any Affiliate of any of these entities), or any proposed contractor.

**30.4.** Each Comparative Proponent has an unconditional and continuing obligation to promptly disclose in writing to the City Government of San Juan any situation that may constitute an actual, potential, or perceived Conflict of Interest under this Section as soon as it becomes aware of it. Failure to make such a disclosure may be grounds for disqualification.

**30.5.** If at any time prior to the signing of the JVA, any Comparative Proponent, Consortium Member (or any Affiliate of any of these entities), or proposed contractor, is found to have a Conflict of Interest as defined in Section 30 (Conflict of Interest), it shall be disqualified from further participating in the Comparative Challenge Process. If the Conflict of Interest involves another Comparative Proponent, then both Comparative Proponents shall be disqualified.

### **31. LOCK-IN RULES**

The following rules shall apply from the Comparative Proposals Submission Date to execution of the JVA:

**31.1.** For a Comparative Proponent that is a corporate, no changes shall be made in the equity or ownership structure of such Comparative Proponent, as provided in the Comparative Proponent's original or revised Business Structure/Plan and Basic Information Sheet submitted to and approved by the PBAC; provided, that if the

Comparative Proponent is listed with the Philippine Stock Exchange or other foreign stock exchange, ordinary course changes in equity ownership shall be permitted, so long as such changes in equity do not cause a change in control of the Comparative Proponent.

**31.2.** For a Comparative Proponent that is a Consortium, no changes shall be made in the composition of the Consortium or in the equity contribution of each Consortium member in the Consortium as provided in the Comparative Proponent's original or revised Business Structure/Plan submitted to and approved by the PBAC.

Any violation of the above shall be a ground for disqualification from the Comparative Challenge Process.

The applicable lock-in rules for the Private Partner during the implementation of the Project shall be governed by the relevant provisions of the JVA.

## **32. GROUNDS FOR DISQUALIFICATION**

A Comparative Proponent may be disqualified from participation in the Comparative Challenge for any of the following reasons:

- 32.1.** material or willful misrepresentation in the Comparative Challenge Process;
- 32.2.** any form of political or other lobbying with respect to the Comparative Challenge Process;
- 32.3.** illegal conduct or attempt to influence the PBAC's evaluation of the Qualification Documents or the Proposal;
- 32.4.** failure to comply with any of the terms, conditions and instructions of these Instructions to Comparative Proponents;
- 32.5.** any Outstanding Dispute, any pending dispute or alternative dispute resolution proceeding before courts or arbitral tribunals, including suspension or blacklisting proceedings, between the Comparative Proponent, any Consortium Member, or their Affiliates that are directly involved with the Project, or contractor proposed by the Comparative Proponent or Consortium, on the one hand, and the City Government of San Juan, on the other, in connection with any project or contract of the City Government of San Juan; or

**32.6.** other grounds for rejection or disqualification of Comparative Proponents under the PPP Code and its IRR, and other applicable laws.

The grounds for disqualification in this Section (General Conditions and Prohibitions) shall also apply to all Consortium Members (in case the Comparative Proponent is a Consortium), and any Affiliates or contractors proposed by the Comparative Proponent to meet any of the Qualification Requirements

### **33. ORIGINAL PROPONENT'S FINANCIAL PROPOSAL**

#### **33.1. Project Cost**

The approved Project Cost is Nine Hundred Eighty-Three Million Two Hundred Thirty-Five Thousand Seven Hundred Five Pesos (PHP 983,235,705.00), covering total cost to be expended to plan, develop, and construct the components of the Project, such as the 35-floor condominium building with at least 500 condominium units, amenities, supporting infrastructure and sustainability features, and other assets, as approved, to completion stage

#### **33.2. Sale of Economic Housing Units, Monthly Dues, and Revenues from Commercial Spaces**

Investment recovery for the Project is primarily through the sale of economic housing units, consistent with applicable housing laws and regulations including the prescribed price ceiling of **Two Million Five Hundred Thousand Pesos (PhP2,500,000.00)**. Other charges for the Project include monthly dues of PhP 25.00 per square meter to be charged from unit owners and monthly lease rental rates for commercial spaces at PhP 600.00 per square meter. Such charges shall be subject to a five percent (5%) escalation every three (3) years.

#### **33.3. Payments to the City and Share in Revenues**

As payment for the long-term use of the land, the Original Proponent has proposed to remit to the City a minimum guaranteed annual remittance of **Three Million Five Hundred Eight Thousand Nine Hundred Twenty Pesos (PHP 3,508,920.00)**. This shall be payable in monthly installments of **Two Hundred Ninety-Two Thousand Four Hundred Ten**

**Pesos (PHP 292,410.00)**, computed at PHP 270.00 per square meters x 1,083 square meters, **exclusive of value-added tax (VAT)**, every 5<sup>th</sup> day of the month.

The guaranteed remittance shall commence in the 4<sup>th</sup> year of the JVA. This amount shall be subject to a five percent (5%) escalation every three (3) years, beginning upon full turnover of the residential building to unit buyers.

Moreover, the City shall be entitled to a **twenty percent (20%) share of the net income, earnings, and revenues derived from the commercial spaces** within the Project, starting from the 11<sup>th</sup> year of the JVA. Net income shall be calculated after deducting reasonable operating expenses, taxes, and related costs, subject to review and confirmation by both parties through audited financial statements.

#### **33.4. Debt-to-Equity Ratio**

The maximum debt-to-equity ratio allowed for the Project is 80:20.

**INSTRUCTIONS TO COMPARATIVE  
PROPONENT**

**ANNEXES**

**ANNEX QD-1: OMNIBUS SWORN STATEMENT AND APPLICATION TO PRE-QUALIFY AND SUBMIT COMPETITIVE PROPOSAL**

[Company Letterhead]

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

**Omnibus Sworn Statement and Application to Pre-Qualify and Submit a Competitive Proposal for the Public-Private Partnership for Makabagong San Juan: Community Economic Housing Project**

I, *(name)*, *(citizenship)*, of legal age, with office address at *(address)*, as the authorized representative of *(name of Comparative Proponent)*, 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 Comparative Proponent)* that:

In accordance with the Invitation for Competitive Proposal (ICP) for the Public Private Partnership for the Makabagong San Juan: Community Economic Housing Project (hereinafter referred to as the "Project"), the *(Name of Comparative Proponent)*, a *partnership/corporation* with business address at, is applying to pre- qualify and to submit a Competitive Proposal for the Project.

*(Name of Comparative Proponent)* 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 their Affiliates, and nominated contractors, are true and correct and any misrepresentation or false statement made therein shall be a ground for its disqualification.

*(Name of Comparative Proponent)* confirms that *it* is Philippine majority-owned-and-controlled and that the undersigned is its duly authorized representative.

*(Name of Comparative Proponent)* authorizes the CITY GOVERNMENT OF SAN JUAN 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 Comparative Proponent)* also permits third parties to supply information required to verify statements and information submitted as part of the Competitive Proposal.

*(Name of Comparative Proponent)* acknowledges the right of the CITY GOVERNMENT OF SAN JUAN 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 Comparative Proponent and other documents comprising the ICP.

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

*(Name of Comparative Proponent)* 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 PPP-SC and the CITY GOVERNMENT OF SAN JUAN to restrain, prevent, suspend, or in any manner forestall, hinder, obstruct or render inconvenient the Competitive Challenge Process.

*(Name of Comparative Proponent)* acknowledges that the CITY GOVERNMENT OF SAN JUAN 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 GOVERNMENT OF SAN JUAN will suffer serious and irreparable damage on account of any breach by *(Name of Comparative Proponent)* of these undertakings, and agree that the breach of these undertakings shall result in *(Name of Comparative Proponent)*'s automatic disqualification to bid for the Project.

*(Name of Comparative Proponent)* 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 Philippine Government, the CITY GOVERNMENT OF SAN JUAN, and/or any of its agencies.

*(Date and Place of Issue).*

For and on behalf of *(Name of Comparative Proponent/Consortium)*

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

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_,  
the affiant exhibiting to me his/her \_\_\_\_\_, issued at \_\_\_\_\_ on \_\_\_\_\_

Notary Public

Book No.     ;  
Page No.     ;  
Book No.     ;  
Series of 2026.

**ANNEX QD-2: BIDDER COMPOSITION**

Name of Challenger: \_\_\_\_\_

Contact Information of Challenger or Prospective Bidder

a. Address	
b. Website	
c. Contact Person	
d. Telephone	
e. Cellphone number	
f. Email address	

Entity which fulfills the Construction Experience

a. Name of Entity	
b. Relationship to Challenger	
c. Address	
d. Website	
e. Contact Person	
f. Telephone	
g. Cellphone number	
h. Email address	

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.

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.

a. Address	
b. Website	
c. Contact Person	
d. Telephone	
e. Cellphone number	
f. Email address	

Note: Attach evidence of Affiliation

For and on behalf of *(Name of Challenger Prospective Bidder)*

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

**ANNEX QD-3: COMPANY INFORMATION**

To be submitted by all entities (whether as Comparative Proponent, Contractor and Affiliate) listed on all sections of the Bidder Composition.

Required attachments: For all entities submitting this Form-

1. Certified true copy of its latest General Information Sheet (GIS)
2. Certified true copy of SEC Certificate of Incorporation
3. Certified true copy of Articles of Incorporation and By-laws
4. Board of Director's Resolution authorizing the participation of the Corporation in the Competitive Challenge Process for the Project.
5. Certified true copy of the Business Permit or License
6. Certified true copy of BIR Tax Clearance
7. Certified true copy of BIR Registration
8. Certified True Copies of its last two (2) years Audited Financial Statement as stamped received by the Bureau of Internal Revenue.

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

Shareholder or Partner Information

Name of Shareholder or Partner	Nationality	Percentage of shareholding or interest

(Insert rows as necessary)

Information on Beneficial Owners who own more than 5% Beneficial Interest

Name of Beneficial Owner	Nationality	Percentage total of Beneficial ownership

(Insert rows as necessary)

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

For and on behalf of  
 (*Name of Comparative Proponent*)  
 (*Name of Nominated Contractor*)

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

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

(*Name, Title, and Date*)

(*Name, Title, and Date*)

**ANNEX QD-4: NOTARIZED CERTIFICATION OF ABSENCE OF UNSATISFACTORY PERFORMANCE RECORD**

To be accomplished by the authorized representative of each Comparative Proponent and the entities listed in all sections of the Bidder Composition Form.

Comparative Proponent:	
Entity which fulfills a Qualification Requirement:	
Relationship to Comparative Proponent:	

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:

1. Failure to satisfactorily perform any of our obligations on any contract, as evidenced by imposition of a judicial pronouncement or arbitration award;
2. Expulsion from any project or contract;
3. Termination any of its contracts due to breach of its obligations thereunder;
4. Inclusion in a blacklist issued by any governmental agency;
5. 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)* at *(place)*, affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued at *(city)* on *(date)*.

Notary Public

Doc. No.\_\_\_\_;  
Page No.\_\_\_\_\_  
Book No.\_\_\_\_;  
Series of 2026.

Draft

## ANNEX QD-5: CONSTRUCTION EXPERIENCE

To be submitted by the entity or entities which fulfill the Construction Experience Requirement, as identified in the Bidder Composition Form.

Required attachment for each entity submitting this form:

1. Certified list of Completed and Ongoing Projects and Actual photos of completed projects.
2. If the project was completed by an Affiliate of the entity which fulfills the Construction Experience, evidence of such affiliation.
3. Certified true copy of valid PCAB license for Category "AAAA".

Comparative Proponent	
Entity which fulfills the Construction Requirement	
Relationship to Comparative Proponent	<i>(Comparative Proponent / Consortium Member / D&amp;E Contractor)</i>

### Project Completed

Name of Project	
Location	
Description	<i>(Include environmental risk mitigation and protection engineering features and systems)</i>
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.

### Other Completed Projects

Name of Project	
Location	

Description	<i>(Include environmental risk mitigation and protection engineering features and systems)</i>
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	<i>(Include environmental risk mitigation and protection engineering features and systems)</i>
Date of Contract	
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  
*(Name of Entity)*

For and on behalf of  
*(Name of Comparative Proponent)*

\_\_\_\_\_  
*(Signature of Authorized Representative)*  
*(Name, Title, and Date)*

\_\_\_\_\_  
*(Signature of Authorized Representative)*  
*(Name, Title, and Date)*

## ANNEX QD-6: KEY PERSONNEL

To be submitted by the Comparative Proponent

Required attachments:

1. Recent photo of key personnel
2. Latest CV of each key personnel

Name of Comparative Proponent: \_\_\_\_\_

Key Personnel

Name	
Employer	
Position	
Nationality	
Date of Birth	

Key Experience (add columns as necessary)

Employer	
Position	
Start Date	
End Date	
Description of Projects Undertaken	

Educational Background

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

Key Personnel

Name	
Employer	
Position	
Nationality	
Date of Birth	

Key Experience (add columns as necessary)

Employer	
Position	
Start Date	
End Date	

Description of Projects Undertaken	
------------------------------------	--

Educational Background

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

(add additional details per key personnel)

For and on behalf of

\_\_\_\_\_  
*(Name of Comparative Proponent )*

\_\_\_\_\_  
*(Signature of Authorized Representative)*  
*(Name, Title, and Date*

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**ANNEX QD-7: NOTARIZED STATEMENT OF FINANCIAL CAPABILITY**

To be submitted by the entity which fulfills the Financial Qualification, as identified in the Bidder Composition.

Required attachments:

1. Certified true copies of the last two (2) years audited financial statements
2. Bank testimonial letter from a domestic universal or commercial bank or an international bank duly licensed or recognized by the BSP

Comparative Proponent	
Entity which fulfills the requirement:	
Relationship to Comparative Proponent	

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

**Notarized Statement of Financial Capability**

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

The Financial Summary of *(Name of Entity)* from 2024 to 2023 is as follows:

Financial Information	2024	2023
(Indicate last day of accounting year)		
1. Total Assets		
2. Total Liabilities		
3. Total Net Worth		
4. Profits before Taxes		
5. Profits after Taxes		

The Comparative Proponent 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 *(date)* day of *(month and year)* at *(place)*, the affiant exhibiting to me his/her *(proof of identity acceptable under Philippine notarial regulations)*, issued at *(city)* on *(date)*.

Notary Public

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**ANNEX TP-1: BID SECURITY FORM**

**CHALLENGER'S/PROSPECTIVE BIDDER'S BID SECURITY**

**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 Challengers or Prospective Bidders]*, of *[Address of Challengers or Prospective Bidders]* 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 \_\_\_\_\_, 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:

**"DESIGN, PROCUREMENT, ENGINEERING, CONSTRUCTION, COMPLETION, TESTING AND COMMISSIONING, OF THE \_\_\_\_\_ PROJECT."**

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

**WHEREAS**, the Obligee requires said Principal to give a good and sufficient bond in the above stated sum to secure compliance by the bidder of its obligations provided in the bidding documents.

**WHEREAS**, the Principal agrees to comply with the terms and conditions of said bid with the Obligee.

**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 provided in the bidding documents.

**NOW THEREFORE**, if the Principal shall well and truly perform all the undertakings, covenants, terms and conditions, and agreements stipulated in the bidding documents, then the Surety shall be released from its obligation; otherwise, it shall remain in full force and effect.

The liability of *[Name of Surety Company]* under this bond shall be valid within One Hundred Eighty (180) calendar days from the date of the opening bids. The Surety does not assume responsibility for any liability incurred or created after the expiry date. In case of default or failure of the Principal, the Obligee shall notify the Surety by sending notice of claim along with supporting documents to prove the principal's default and/or failure to comply.

IN WITNESS WHEREOF, We have set our hands and signed our names on this \_\_\_\_ day of \_\_\_\_\_, 2026 at \_\_\_\_\_ City, Philippines.

*[Name of Prospective Bidder]*

TIN: \_\_\_\_\_  
(Principal)

By: *[Name of Authorized Representative]*  
*[Position]*

*[Surety Company]*

TIN: \_\_\_\_\_  
(Surety)

By: *[Name of Surety Company Representative]*  
*[Position]*

Signed in the Presence of:

\_\_\_\_\_

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**ANNEX TP-2: NOTARIZED STATEMENT OF ACCEPTANCE OF THE ORIGINAL PROPONENT'S CONCEPTUAL ENGINEERING DESIGN**

To be submitted by the Prospective Comparative Proponent that opts to accept the Conceptual Engineering Design of the Original Proponent in lieu of submission of Annex \_\_\_\_\_.

[Letterhead]

Republic of the Philippines ]  
] s.s.

Notarized Statement of Acceptance

Capitalized terms used but not otherwise defined, herein shall have the meanings given to them in the ICP.

I, [name],[ citizenship], of legal age, with office address at [address], as the authorized representative of [name of Prospective Comparative Proponent], a [corporation/partnership/firm or Consortium/Cooperative] [organized and existing under and by virtue of the laws of [place of incorporation/registration] or organized by agreement among its Consortium/Cooperative Members], [for a partnership or corporation/firm] [for a Consortium/Cooperative Comparative Proponent, to be submitted by each Consortium/Cooperative Member], as indicated by the Sworn Statement attached as Annex QD-1, after having been duly sworn according to law, hereby certify for and on behalf of [name of Prospective Comparative Proponent] that:

1. [Name of Prospective Comparative Proponent] certifies that it has reviewed the Conceptual Engineering Design of the Original Proponent, has found the same to be compliant with the MPSS, and is able to construct the Project in accordance with the Conceptual Engineering Design of the Original Proponent.
2. [Name of Prospective Comparative Proponent] accepts and adopts the Conceptual Engineering Design of the Original Proponent as its own Conceptual Engineering Design, which shall form part of the Concession Agreement with the City Government of San Juan if [Name of Prospective Comparative Proponent] is declared the Winning Comparative Proponent and issued with a Notice of Award.

For and on behalf of [Name of Prospective Comparative Proponent /  
Name of Consortium/Cooperative and List of Consortium/Cooperative Members]

[Signature of Authorized Representative]  
[Name] [Designation]

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

Notary Public  
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**ANNEX TP-3: CONCEPTUAL ENGINEERING DESIGN**

**Name of Project: MAKABAGONG SAN JUAN COMMUNITY: ECONOMIC HOUSING PROJECT**

**Name of Prospective Comparative Proponent:**

1. Conceptual engineering design for Makabagong San Juan Economic Community Housing Project (PROJECT) [A3 size copy] of the high-rise building Project and appurtenant structures, including, but not limited to the following:
  - (a) Layout plan of the Building, Commercial Areas, and Amenities including location of connection points to public roads, and other major structures, at any convenient scale.
  - (b) Floor Plans of the building and parking levels at a scale minimum of 1:100 or 1:200, covering Ground Floor, Typical Residential Floors, Amenity Floor, and Roof Deck, and at intermediate levels involving major changes in floor layout.
  - (c) Perspective Conceptual View illustrating the overall form, massing, and relationship of the project components.

For and on behalf of [Prospective Comparative Proponent/Lead Member]

[Signature of Authorized Representative]

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[Name]

[Designation]

**ANNEX TP-4: PRELIMINARY CONSTRUCTION PLAN**

**Name of Project:** \_\_\_\_\_ **PROJECT**

**Name of Prospective Comparative Proponent:**

1. Construction organization and management structures for the Construction Works, identifying key personnel and positions, contractors and subcontractors;
2. Construction methodology and procedures;
3. Quality control system;
4. Detailed construction schedule, milestones, and S-curve covering all construction packages;
5. Major construction equipment to be used;
6. Detailed Traffic management plan during Construction;
7. Concessionaire and/or Contractors detailed Quality Control Plan (QCP) and/or detailed Quality Assurance Plan;
8. Concessionaire and/or Contractor’s Detailed Installation Procedures (Work Methodology) and Schedules;
9. Concessionaire and/or Contractor’s Construction Safety and Health Program (Health, safety and security program); and.
10. Concessionaire and/or Contractor’s Environmental Monitoring and Management Process.

For and on behalf of [Prospective Comparative Proponent/Lead Member]

[Signature of Authorized Representative]

\_\_\_\_\_  
[Name]

[Designation]

**ANNEX FP-1: FINANCIAL PROPOSAL LETTER**

*[Company Letterhead]*

*[Date]*

THE PUBLIC-PRIVATE PARTNERSHIP  
PRE-QUALIFICATION, BIDS AND AWARDS COMMITTEE  
City Government of San Juan  
Financial Proposal – Public-Private Partnership for the Makabagong San Juan:  
Community Economic Housing Project

*[Name of Comparative Proponent]* hereby unconditionally offers, declares, confirms and submits to the City Government of San Juan the City Revenue Share for the captioned Project:

in accordance with the Invitation for Competitive Proposals (ICP) for the Project, which includes the Instructions to Comparative Proponent, the Minimum Performance Standards and Specifications, and the PPP Contract.

Our offer is final and binding and can be accepted by the City Government of San Juan pursuant to and following the procedures prescribed under the ICP.

*[Date and Place of Execution].*

For and on behalf of *[Name of Comparative Proponent]*

\_\_\_\_\_  
*[Signature, Name and Title of Authorized Representative]*

## **ANNEX FP-2: FINANCIAL MODEL**

Name of Project: Public-Private Partnership for Makabagong San Juan: Community Economic Housing Project

Name of Comparative Proponent: \_\_\_\_\_

Comparative Proponent must submit their working financial model for the Project 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 offered LGU Payments and Expected Equity Share of the City Government of San Juan, with amounts stated in Philippine Pesos and financial projections over the initial 50-year term of the PPP Contract with base figures expressed in 2024 prices and thereafter adjusted based on the relevant adjustment factor (e.g., projected Consumer Price Index movement).

### Key Assumptions

1. Capital Costs – development, construction, interest during construction
  2. Operation and Maintenance Costs Land Market Value Appreciation Cost of Equity
  3. Cost of Debt
  4. Projected Income and Expenses (10 years)
  5. Operating and Maintenance Expenses
  6. Other Expenses
  7. Depreciation and Amortization Total Expenses
  8. Operating Income
  9. Interest Expenses,
  10. Other Expenses
  11. Net Income Before Tax
  12. Tax
  13. Net Income After Tax
  14. Tax Holidays and Other Fiscal Incentives
- I. Projected Balance Sheet (10 years)
- a. Assets
    - Current
    - Long-term
    - Others
    - Total Assets
  - b. Liabilities\_\_\_\_
    - Short-term Debt
    - Current Portion of Long-term Debt
    - Others Current Liabilities
    - Long-Term debt
    - Other long-term liabilities
    - Total Liabilities
  - c. Stockholder's Equity
    - Outstanding, subscribed and paid-in capital
    - Retained earnings
    - Debt / Total Capital Ratio
    - Total Stockholders' Equity

- d. Total Liabilities and Stockholders' Equity
  
- II. Projected Cashflow Statement (10 years)
  - Cashflow from Operations
    - Cash inflows from Project revenues
    - Changes in working capital
    - Adjustments for non-cash items
    - Other operating cash inflows
    - Cash operating and maintenance costs
    - Net cashflow from operations**
  - Cashflow from investing
    - Cash inflows from investing activities
    - Capital expenditure
    - Other cash outflows from investing activities
    - Net cashflow from investing activities**
  - Cashflow from financing
    - Interest Income
    - Interest Expense
    - Gross borrowing
    - Gross debt repayment
    - Equity contributions
    - Payments to shareholder
    - Net cashflow from financing activities**
  - Net cashflow
  - Cash at beginning
  - Cash at end**
  
- III. Rates of Return and Cost of Capital
  
- IV. Project Internal Rate of Return (IRR) and Weighted Average Cost of Capital (WACC) *(please show calculations to derive the Project IRR and breakdown of WACC each year)*
  
- V. Equity IRR *(please show calculations to derive the equity IRR and compare with the cost of equity)*

For and on behalf of *(Comparative Proponent)*

By:

\_\_\_\_\_  
*(Signature, Name and Designation of Authorized Representative)*

### ANNEX FP-3: FINANCING PLAN

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

Financing will be in the form of equity and debt. At least twenty percent [20%] of the total financing, inclusive of contingencies, will be in the form of equity and the remainder in debt or subordinated debt

SOURCES OF FUNDS					
Items/Sources	USD	+	Local Currency	=	Equivalent Total in Philippine Peso [PHP]
1.1 Total Project Costs [Excluding stand-by credit facility]					
1.2 Equity					
Contractor / Supplier Name:					
Contractor / Supplier Name:					
Philippine Sources Name:					
Other Sources Name:					
Total Equity:					
1.3 Debt Financing					
Credit Agencies [list individually]					
Credit Agency Name:					
Commercial Source Name:					
Other Source Name:					
Total Debt:					

## DOCUMENTATION

In support of the financing plan provided above, the following documentation is to be provided.

Financial Plan certified by the Chief Executive Officer or Treasurer /Controller of each of the companies verifying that the company will provide the amount of equity stated above at the relevant time.

If the Comparative Proponent has appointed a financial advisor/arranger for the Project, the Comparative Proponent shall provide the name of the organization, the lead person who will perform the services from the organization, and the qualification statement for the organization and the lead person.

Should the Comparative Proponent plan to have financing for the Project at a later date, details of financing arrangements prior to the long-term financing being effective shall be provided.

Note: If necessary, Comparative Proponent may provide for a separate document or annexes for their financial model and project finance plan.

Note: If necessary, Comparative Proponent may provide for a separate document or annexes for their financial model and project finance plan

## **ANNEX FP-4: FORM OF CONFIDENTIALITY UNDERTAKING**

### **CONFIDENTIALITY UNDERTAKING**

I, [Name], [citizenship], of legal age, with office address at [Address], acting as the duly authorized representative of [Name of Comparative Proponent/Joint Venture/Consortium], hereby undertake, for and on behalf of [Name of Comparative Proponent/Joint Venture/Consortium], as follows:

1. [Name of Comparative Proponent/Joint Venture/Consortium] acknowledges that, in the course of participating in the Comparative Challenge Process for the Makabagong San Juan Community Economic Housing Project (the "Project"), it may be exposed to certain confidential and proprietary information, including but not limited to technical, financial, commercial, and business information, trade secrets, or any other information related to the Project, the City Government of San Juan, or the Project's implementation (hereinafter referred to as the "Confidential Information").
2. [Name of Comparative Proponent/Joint Venture/Consortium] agrees to treat all Confidential Information with the highest level of confidentiality and shall not disclose, publish, or otherwise disseminate any part of the Confidential Information to any third party without the prior written consent of the City Government of San Juan, except as required by law, regulation, or judicial order. [Name of Comparative Proponent/Joint Venture/Consortium] shall take all necessary measures to prevent any unauthorized access to or use of such Confidential Information.
3. [Name of Comparative Proponent/Joint Venture/Consortium] agrees that any Confidential Information provided by the City Government of San Juan shall be used solely for the purpose of participating in the Comparative Challenge Process for the Project, and not for any other purpose or advantage, either directly or indirectly, for itself or any other person or entity.
4. Upon the completion of the Comparative Challenge Process or upon request by the City Government of San Juan, [Name of Comparative Proponent/Joint Venture/Consortium] agrees to promptly return or destroy all Confidential Information provided by the City Government of San Juan, including all copies, extracts, or reproductions, whether physical or digital, in its possession.
5. The obligations of confidentiality under this undertaking shall not apply to any information that:

- a. Was already in the public domain at the time of disclosure or becomes public through no fault of [Name of Comparative Proponent/Joint Venture/Consortium];
  - b. Was independently developed or acquired by [Name of Comparative Proponent/Joint Venture/Consortium] without reference to the Confidential Information; or
  - c. Is disclosed to meet any legal or regulatory requirement, provided that prior notice is given to the City Government of San Juan to allow the City Government of San Juan an opportunity to seek a protective order or other appropriate remedy.
6. [Name of Comparative Proponent/Joint Venture/Consortium] acknowledges that any breach of this Confidentiality Undertaking may result in legal action, including claims for damages, injunctive relief, and/or disqualification from the Comparative Challenge Process for the Project, in accordance with applicable laws, rules, and regulations, including the PPP Code of the Philippines and its Implementing Rules and Regulations.

This Confidentiality Undertaking is executed freely and voluntarily for the purpose of complying with the requirements of the Comparative Challenge Documents and to maintain the confidentiality of the information disclosed during the Comparative Challenge Process.

For and on behalf of: [Name of Comparative Proponent/Consortium Name]

[Signature of Authorized Representative]

[Name of Authorized Representative]

[Designation]

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

**NOTARY PUBLIC**

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**ANNEX FD-3-A: WILLINGNESS TO LEND FORM**

[Name of Institution]

[Date]

**ATTY. DENNIS ALBERT PAMINTUAN**

City Administrator  
Chairperson, PPP PBAC  
City Government of San Juan  
San Juan City Hall, Pinaglabanan St.,  
cor. Dr. P. A. Narciso, Street,  
San Juan, Metro Manila

Sir:

In connection with the participation of [Prospective Comparative Proponent] in the Comparative Challenge Process for the Makabagong San Juan Economic Community Housing Project (PROJECT), we wish to indicate our willingness to provide and/or arrange the following credit and/or other finance facilities for the Concessionaire that the Prospective Comparative Proponent will incorporate, if and when it is declared the Winning Comparative Proponent, as follows:

[Names and amounts of Facilities]

as described in the attached Term Sheet[s] [Term sheet[s] of credit facilities to be attached to letter, including amount[s], interest rate[s] and margin[s], tenor[s] and other terms]

Very truly yours,

[Signature of Authorized Representative]

\_\_\_\_\_  
[Name]

[Designation]